



REQUEST FOR PROPOSALS

SOLICITATION NO. DHMH OPASS- 13-13384

Maximization of Third-Party Liability Recoveries for the State of Maryland

Issue Date: March 5, 2013

NOTICE

Prospective Offerors that have received this document from the Department of Health and Mental Hygiene's website or <https://emaryland.buyspeed.com>, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the RFP or other communications can be sent to them.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to respond on this Contract, please fax this completed form to: (410) 333-5958 to the attention of the Procurement Officer.

Title: Maximization of Third-Party Liability Recoveries for the State of Maryland
Solicitation No: OPASS 13-13384

1. If you have responded with a “no response,” please indicate the reason(s) below:
- Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the Bid/Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE requirements. (Explain in REMARKS section.)
 - Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 -
- Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

Email Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

KEY INFORMATION SUMMARY SHEET

Request for Proposals: Maximization of Third-Party Liability Recoveries for the State of Maryland

Solicitation Number: DHMH OPASS – 13-13384

Issue Date: Tuesday, March 5, 2013

RFP Issuing Office: Maryland Department of Health and Mental Hygiene
Office of Systems, Operations & Pharmacy

Procurement Officer: Sharon R. Gambrill, CPPB
201 W. Preston St., Room 416B
Baltimore, MD 21201

Phone: (410) 767-5816
Fax: (410) 333-5958
e-mail: sharon.gambrill@maryland.gov

Contract Officer: Queen Davis, CPPB
Office of Procurement and Support Services

Contract Monitor: William Derbyshire, Chief
Division of Recoveries and Financial Services
201 West Preston Street, Room 203
Baltimore, MD 21201
Phone: (410) 767-8214
Fax: (410) 333-7746
e-mail: william.derbyshire@maryland.gov

Proposals are to be sent to: Maryland Department of Health and Mental Hygiene
201 W. Preston St., Room 416B
Baltimore, MD 21201
Attention: Sharon R. Gambrill, CPPB

Pre-Proposal Conference: Tuesday, March 19, 2013, 10 am – 12 noon Local Time
201 W. Preston Street, Conference Room L2)
Baltimore, Maryland 21201

Closing Date and Time: Thursday, April 4, 2013 @ 2:00 PM Local Time

MBE Subcontracting Goal: 5 %

VSBE Subcontracting Goal: 0 %

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH or the Department), Office of Systems, Operations & Pharmacy, is issuing this Request for Proposals (RFP) to provide services including automated data processing to identify liable third parties, audits, third-party liability (TPL) payments recovery, identifying new third-party resources to offset Medicaid expenditures, and conducting third-party recoveries based on newly identified resources.
- 1.1.2 The Division of Recoveries and Financial Services (DRAFS), a unit of the Department of Health and Mental Hygiene of the State of Maryland, hereinafter called the "Department" is soliciting proposals from qualified offerors to obtain services to assist the Department with identifying legally liable third parties for Medicaid recipients' medical expenses. These services enhance the ability of the Department to avoid paying for services that are the responsibility of other parties and for recovering Medicaid payments that other parties should have paid.
- 1.1.3 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the State.
- 1.1.4 The Department intends to make a single award as a result of this RFP to the Offeror whose proposal is deemed to be the most advantageous to the State..
- 1.1.5 The selected Offeror, either directly or through its subcontractors, must be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **BCCDT**- Maryland Breast and Cervical Cancer Diagnosis Treatment Program
- b. **Business Days** - means the official working days of the week to include Monday through Friday. Official working days excludes State Holidays (see definition for "Normal State Business Hours" below).
- c. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- d. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- e. **CONNECT:DIRECT®** - permanent communications link that connects directly to a mainframe computer
- f. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval , monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope .
- g. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process.
- h. **Contractor** – The selected Offeror that is awarded a Contract by the State.

- i. **DHMH or the Department** – Maryland Department of Health and Mental Hygiene.
- j. **EMM – eMaryland Marketplace** – see RFP Section 1.8.
- k. **Go-Live Date** – the date when the Contractor must begin providing all services required by this solicitation.
- l. **KDP** – Kidney Disease Program.
- m. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- n. **LTC**– Long Term Care Facilities, Nursing Home.
- o. **MCHP** – Maryland Children’s Health Program.
- p. **MMA** – Maryland Medical Assistance
- q. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- r. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- s. **Notice to Proceed** – A letter from the Procurement Officer to the Contractor stating the date the Contractor can begin work subject to the conditions of the Contract.
- t. **Offeror** – An entity that submits a Proposal in response to this RFP.
- u. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth herein.
- v. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- w. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- x. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Office of Systems, Operations and Pharmacy, Solicitation Number **OPASS-13-13384 dated March 5, 2013** including any addenda.
- y. **State** – The State of Maryland.
- z. **TPL** – Third-Party Liability.
- aa. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- bb. **Working Day** - Same as “Business Day.”

1.3 Contract Type

The Contract(s) resulting from this RFP shall be a firm fixed price contract as defined at COMAR 21.06.03.02.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of approximately three (3) years beginning on or about July 1, 2013 and ending June 30, 2016, with one 2-year option. The Contractor shall provide services as specified in a Notice to Proceed from the Procurement Officer.

1.4.1 The Contract that results from this RFP shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 From the date of Contract Commencement through approximately June 30, 2016 or a later date contained in a Notice to Proceed issued by the Procurement Officer, the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the “Go-Live Date.” No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the “Go Live Date.”

1.4.3 As of July 1, 2013, or later a date as contained in a Notice to Proceed issued by the Procurement Officer (the “Go Live Date”) the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.

1.4.4 The duration of the Contract will be from the date of Contract Commencement through June 30, 2016 for the provision of all services required by the Contract, the requirements of the RFP including the start-up activities described in RFP §1.4.2 and the offerings in the Technical Proposal.

1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see **Attachment A**) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

1.5.1 Except for the Procurement Coordinator identified in RFP §1.5.2, the sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon R. Gambrill, CPPB
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street, Room 416B
Baltimore, Maryland 21201
Phone Number: (410) 767-5816
Fax Number: (410) 333-5958
E-mail: sharon.gamrbill@maryland.gov

DHMH may change the Procurement Officer at any time by written notice.

1.5.2 The Procurement Officer designates the following individual as the Contract Officer, who is authorized to act on behalf of the Procurement Officer only as expressly set forth in this solicitation:

Queen Davis, CPPB
Office of Procurement and Support Services
Department of Health and Mental Hygiene
201 W. Preston Street , Room 416
Baltimore, Maryland 21201
Phone: 410-767-5335
Fax #: (410)333-5958
Email: queen.davis@maryland.gov

DHMH may change the Contract Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is:

William Derbyshire, Chief
Division of Recoveries and Financial Services
201 West Preston Street, Room 203
Baltimore, MD 21201
Phone: (410) 767-8214
Fax: (410) 333-7746
e-mail: DerbyshireW@dhmh.state.md.us

DHMH may change the Contract Monitor at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on March 19, 2013 beginning at 10 a.m. Local Time, at 201 W. Preston Street, Conference Room L2, Baltimore, MD 21201. Attendance at the Conference is not mandatory, but all prospective Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized. As promptly as is feasible, subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace (see RFP §1.8).

In order to assure adequate seating and other accommodations at the Conference, please mail, e-mail, or fax the Pre-Proposal Conference Response Form to the attention of the Procurement Coordinator no later than 4:00 p.m. Local Time on March 18, 2013.

The Pre-Proposal Conference Response Form is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator no later than March 15, 2013. DHMH will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Technical Proposal submission to this RFP (see RFP §4.4.3.3).

eMM is an electronic commerce portal administered by the Maryland Department of General Services. In addition to using the DHMH website <http://www.dhmh.maryland.gov/opass/SitePages/Home.aspx> and possibly other means for transmitting the RFP and associated materials, a summary of the Conference, Offeror questions and Department responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on “Register” to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Contract Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Contract Officer with a copy to the Procurement Coordinator. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Contract Officer with a copy to the Procurement Coordinator in a timely manner prior to the proposal due date. Questions are requested to be submitted at least five (5) working days prior to the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answers to be taken into consideration in proposals.

1.10 Proposals Due (Closing) - Date and Time

Proposals, in the number and form set forth in Section 4.2 “Proposals” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet no later than 2:00 p.m.) Local Time on Thursday, April 4, 2013 in order to be considered.

Requests for extension of this date or time will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice to the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information **and the reason for not responding** (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for submission of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the DHMH Current Procurements web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issues prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal (see RFP §4.4.3.3). Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, to accept or reject any and all Proposals, in whole or in part (unless the Offeror specifies in its Proposal that a partial or progressive award is not acceptable), received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.15 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to this solicitation.

1.16 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Multiple and/or alternate proposals will not be accepted.

1.19 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section 4.4.3.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror’s Proposal. Additional information regarding MBE subcontractors is provided in Section 1.24 “Minority Business Enterprise Goals.”

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, minimum qualifications, and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

1.21 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected. (see RFP § 4.4.3.4)

1.22 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.23 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed Contract award

1.24 Minority Business Enterprise Goals

A minimum overall MBE subcontractor participation goal of **5 %** of the total dollar amount of the contract award, with subgoals of 0% for African-American MBEs, 0% for Asian MBEs, 0% for Hispanic MBEs, and 0% for women-owned MBEs, has been established for the services resulting from this Contract.

1.24.1 **Attachment D** – Minority Business Enterprise participation, instructions, and forms are provided to assist offerors. An offeror must include with its proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) whereby:

- (a) The offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The offeror responds to the expected degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or the offeror shall be deemed not reasonably susceptible of being selected for contract award.

1.24.2 Offerors are responsible for verifying that each of the MBE(s) selected to meet the subcontracting goal and subsequently identified in **Attachment D-1** is appropriately certified and has the correct NAICS codes allowing it to perform the intended work.

1.24.3 Within ten (10) Working Days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment D-2**)
- (b) Subcontractor Project Participation Certification (**Attachment D-3**)
- (c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 1.24.4 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available at the MDOT website at <http://www.mdot.state.md.us>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.24.5 The Contractor, once awarded a contract, will be responsible for submitting, or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment D-4** (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D-5** (MBE Participation Subcontractor/Contractor Unpaid MBE Invoice Report).
- 1.24.6 The Contractor once awarded a Contract will be responsible for submitting the following form, if requesting a waiver, and all documentation as required in **COMAR 21.11.03.11 - Waiver**:
- (a) **Attachment D-6** (MBE Minority Contractor Unavailability Certificate)

1.25 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

1.26 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/datanote.html>.

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statements

Offerors are advised that Md. Ann. Code, State Finance and Procurement Article, §11-205.1 provides as follows:

- 1.28.1 In connection with a procurement contract a person may not willfully:
- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
 - (b) Make a false or fraudulent statement or representation of a material fact; or
 - (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.28.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.
- 1.28.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.30 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's living wage requirement is contained in **Attachment G**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit (**Attachment G-1**) with their Proposal. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to be not responsible under State law.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Technical Proposal the location(s) from which services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

If the Contractor provides more than 50% of the services from an out-of-State location, then the appropriate Tier will be determined by where the majority of recipients of the services are located. The majority of recipients of services from this RFP are located in the Tier 1 region. The Offeror must identify in its Technical Proposal the location(s) from which 50% or more of the Contract services will be provided.

Information pertaining to reporting obligations may be found by going to the Department of Labor, Licensing and Regulation (DLLR) Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3 and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements as outlined in the Contract, Section 31 "Prompt Payment." (See **Attachment A**). Additional information is available on GOMA's website at:

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.32 Federal Funding Acknowledgement

- 1.32.1 There are / are not programmatic conditions that apply to this contract, regardless of the type of funding.
- 1.32.2 This contract does / does not contain federal funds The total amount of Federal funds allocated for the is Office of Systems, Operations & Pharmacy, Medical Care Programs is \$ 15,619,547 in Maryland State fiscal year FY13 . This represents 69.83 % of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or Invitation for Bid.
- 1.32.3 This contract does / does not contain federal funds. If contained, the source of these federal funds is: Title 19. The CFDA number is: CFDA93.778. The conditions that apply to all federal funds awarded by the Department are contained in the Federal Funds **Attachment H**. Acceptance of the terms of this Attachment indicates the Contractor's intent to comply with all such conditions, which are part of the Contract agreement.

1.33 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next highest-ranked, qualified Offeror.

1.34 Conflict of Interest Affidavit and Disclosure

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements such as **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08. Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure and submit it with their proposals.

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, DHMH may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.29 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in Section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM, e-mail or facsimile to issue:
 - (a) the solicitation (e.g., the RFP);
 - (b) any amendments;
 - (c) pre-proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror’s proposal deemed not acceptable;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer’s decision on any bid protest or Contract claim.
 2. An Offeror or potential Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) request a debriefing; or
 - (d) submit a “No Bid Response” to the solicitation.
 3. The Procurement Officer, the State’s Contract Monitor and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial bids or proposals;
 2. filing of bid protests;
 3. filing of Contract claims;

4. submission of documents determined by DHMH to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.36	Substitution of Personnel
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A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor’s Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor’s Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to,: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the Sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.

If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law.

1.37 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment K**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

1.38 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) goal for this procurement.

1.39 Conflict Minerals Notice

Offerors are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

- (A) (1) In this section the following words have the meanings indicated.

- (2) (i) “Conflict mineral” means a mineral or mineral derivative determined under federal law to be financing human conflict.
- (ii) “Conflict mineral” includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
- (3) “Noncompliant person” means a person:
- (i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
- (ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
- (B) A unit may not knowingly procure supplies or services from a noncompliant person.

By submitting a response to this solicitation, the Offeror represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

1.40 Location of the Performance of Services Disclosure

A proposal submitted by an Offeror must be accompanied by a completed Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment U** of this RFP.

1.41 Investment Activities in Iran

The Offeror is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as **Attachment T**. The Certification must be provided with the Proposal.

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SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

The Offeror must provide proof with its Proposal that the following minimum qualifications have been met:

The Offeror shall have a minimum of three years' experience performing third-party liability activities including cost avoidance for local, state, or federal entities that administer a large public healthcare program. The required experience must have included querying governmental and commercial health plans and managed care plans for third-party insurer information and the vendor must provide evidence of this experience in providing these services.

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SECTION 3 – SCOPE OF WORK

3.1 Purpose

The State is issuing this solicitation for the purposes outlined in Section 1.1 “Summary Statement” of this RFP.

3.2 Scope of Work - Requirements

3.2.1 The Contractor shall provide:

1. Data matching with insurance carriers, including commercial carriers, Medicare, and TRICARE fiscal intermediaries, for the identification and validation of TPL for Medicaid recipients and claims recovery from these third parties.
2. Audits of Medicaid provider payments, including Medicaid services paid by other agencies.
3. Identification and validation of employer-based third party insurers on behalf of other State agencies servicing Medicaid recipients and enrollment of children in these third party insurers.
4. Identification of third-party health coverage for certain new and recent Medicaid Program applicants.
5. Other TPL projects as identified by and at the direction of the Department.

3.2.2 The third-party recovery services identified in this RFP and resulting contract, must at a minimum include recovery from Medicare, commercial health insurance, private HMO coverage, TRICARE, tort/casualty lawsuits and settlements, paternity, estates, liens, trusts, and annuities.

A. Data Services:

1. Identification and recovery of claims paid by the Maryland Medical Assistance (MMA) program on behalf of Medicaid clients where commercial health insurance, self-insured health plans, or private HMO coverage had third-party liability.
2. Identification and recovery of claims paid by the MMA Program on behalf of Medicaid clients where Medicare, TRICARE, or other government programs had third-party liability.
3. Identification and recovery of claims paid by the MMA Program on behalf of Medicaid clients where any currently unknown third parties had third-party liability.
4. Maryland Children’s Health Program (MCHP) – Third-Party Coverage: The Contractor shall identify MCHP Premium recipients who discontinued other health insurance in order to meet Program requirements and enroll in MCHP; a report listing these persons shall be provided to the Department.
5. Maryland Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT) - Third-Party Coverage: The Contractor shall identify BCCDT recipients who discontinued other health insurance coverage in order to meet Program requirements and enroll in BCCDT; a report listing these persons shall be provided to the Department.
6. HIPP – Health Insurance Premium Payment Program: Contractor will perform data matching to identify MMP that may qualify for HIPP as directed by the Contract Monitor.

B. Other Services:

1. The contractor shall be responsible for conducting investigative and information-gathering activities

that shall result in recommendations to improve the Department's TPL Program.

The Contractor shall provide the Department with general advice for improving the effectiveness of its TPL Program. The Contractor shall report any findings at the Quarterly Meetings, or sooner if needed.

2. Technology Services

- a. The Contractor shall assure compliance with the State of Maryland "Information Technology Security Policy and Standards" (see **Attachment M**). This will ensure that the Department's data is protected by firewalls, antivirus protection, secure ID authentication and access logging. The Contractor is responsible for maintaining the systems and applying all patches and updates to keep the system up-to-date.
- b. Transmit and receive all files via Connect:Direct (see **Attachment L**).
- c. In order to meet the standard in this section, the Contractor shall become knowledgeable in the following areas in a period of time sufficient to perform all requirements of this RFP:
 1. The Maryland Medical Assistance Program's MMIS; legacy and MERP.
 2. Program regulations;
 3. Special processing procedures;
 4. Electronic billing claims processing systems;
 5. Technical data exchange capabilities to include Connect: Direct .
- d. The Contractor shall submit a detailed disaster recovery plan for all requirements specified in this RFP demonstrating how it will provide resumption of all services within 24 hours. The plan shall meet state standards, as updated from time to time, and recognized industry standards for security and disaster recovery requirements.
- e. The Contractor must comply with the HIPPA Version of 5010.

3. Claims Adjudication

- a. Monthly, by the 5th day of each month under the term of the contract, the Department will transmit to the Contractor via Connect:Direct , the Paid Claims file (**Attachment P**) containing all claims paid during the previous month.
- b. Monthly, by the 5th day of the following month, the Contractor shall transmit claims to be adjusted, via Connect:Direct, using Claims Adjustments File Layout (**Attachment Q**), providing full identification of the recipient and the Invoice Control Number (ICN) to be adjusted, in a manner which shall readily allow accretion to the MMIS paid claims history file so that DRAFS can complete proper case crediting.
- c. A full monthly Provider file extract will be available for the Contractor to download monthly by the 5th of each month. The Provider file format, as specified by DHMH, will be made available at request of Contractor. The data contained in this file will be used to enable the Contractor to perform cost avoidance/recovery activities required of this contract.

4. Final Reports and Forms

- a. The Contractor shall submit final reports and forms, within 30 days of Notice to Proceed Date of the TPL contract, in Microsoft Word 2007 format for each of the TPL contract services. The content and format of any reports required under the contract shall be developed by the Contractor after consultation with the Department's Contract Monitor and may not be used except upon approval by the Contract Monitor .
- b. The Contractor shall continue open collection, cost avoidance and other program eligibility activities for 120 calendar days after the date of the TPL Contract's expiration on accounts or administrative services which were begun by the Contractor prior to the Contract end date. The Contractor shall be required to identify these services to the Department within 15 calendar days after the Contract end date for exclusion from development or collection activity by the successor Contractor if the successor Contractor is not the incumbent.
- c. Beginning September 1, 2014 and annually thereafter, the Contractor shall submit an annual report to the Department including a list of recommendations for improving the effectiveness of Department's third-party liability practices. At the end of each year of the Contract, these recommendations shall be summarized and modified as appropriate, based on additional experience, and submitted in the annual report.
- d. Submitted in the annual report, or more often if required by the Department's Contract Monitor, the Contractor shall compare the Hospital and Long Term Care Overpayments it has identified as paid in error that are not identified (and would not be identified) by the Medicaid Program's policy that allows facilities voluntarily to reimburse the Program overpayments.
- e. Submitted in the annual report, or more often if required by the Department's Contract Monitor, the Contractor shall report and make recommendations concerning the detection and correction of all improper, unallowable, and unusual costs to the Department associated with Medicaid payments.
- f. The annual report shall be submitted in Microsoft Word format, to include, but not be limited to, the following:
 1. Table of Contents
 2. Executive Summary
 3. Primary Services as listed in Part 1, Section 4.0 Services to be Performed
 4. Recommendations

5. Meetings

- a. Kick-Off meeting - The TPL Contractor shall conduct a Kick-Off meeting with the Department no later than fifteen (15) days after the Notice to Proceed Date. The TPL Contractor shall provide a Final work plan to fulfill the requirements of the contract within fifteen (15) days after the Kick-Off meeting.
- b. Weekly meetings – Upon Notice to Proceed Date of the contract, the TPL Contractor shall start to conduct on-site weekly meetings with the Department to review the status of Contract activities and requirements.

- c. Quarterly meetings shall be held between the Department and the Contractor to discuss the status of the contracted work, any recommendations for improvements or other findings as well as any other pertinent items. The Contractor shall prepare minutes and distribute them to the Department in a timely manner, not to exceed 10 working days after each meeting.

6. Administrative or Civil Litigation

The Contractor shall:

- a. Submit written information and testify, as necessary, at administrative appeals relating to claims identified by the Contractor for reimbursement to the Program when requested by DRAFS, the appellant, or the Office of Administrative Hearings;
- b. Be available for a period of six (6) years after the end of this Contract (the period required to maintain historic files) to testify at any protests or appeals relating to the work performed under this Contract.
- c. Cooperate and assist in the preparation and defense of administrative or civil litigation arising under the contract that relates to the Contractor's performance of the Contract's services, including but not limited to, appearing in court and/or at hearings and providing documents and witnesses. The Contractor shall identify how the required representation can be assured in cases of illness, vacations, etc.

3.2.3 KEY PERFORMANCE INDICATORS AND DELIVERABLES

3.2.3.1 The Contractor shall provide a draft work plan at the Kick-Off meeting and final work plan within Fifteen (15) days after the Kick-Off meeting.

3.2.3.2 Data Matches - Full Eligibility File Review

Using the Department's Medicaid Management Information System (MMIS II) Recipient Eligibility Files (see **Attachment O**), the Contractor shall:

- a. Data Match all recipients with third-party coverage with the Contractor's carrier files and report to the Program all changed health insurance eligibility information.
- b. Data Match all recipients without third-party coverage with the Contractor's carrier file and report to the Program all new health insurance eligibility information.
- c. The Contractor shall transmit, via Connect:Direct (see **Attachment L**), identified, changed or new health insurance data in accordance with the Match File format described in **Attachment N**.
- d. Within 30 calendar days of the contract Notice to Proceed Date, the Contractor shall complete the full eligibility file review and provide the "Match File" to the Department as required in a., b., and c. immediately above.

3.2.3.3. Monthly Data Match – New Medicaid Enrollees

Monthly, beginning 60 days after Notice To Proceed Date and no later than the 10th day of each month thereafter, using the Program's Recipient Eligibility File, the Contractor shall, by electronic or manual Data Matching processes with Insurance carriers, including commercial carriers, Medicare and TRICARE Fiscal intermediaries, identify and report **ALL** available third-parties for Medicaid recipients with no existing third-party identifier on the Program's MMIS file for the previous month in accordance with the Match File format described in **Attachment N**.

3.2.3.4. Quarterly Data Match – October 10, January 10, April 10, and July 10

Quarterly, no later than the 10th day of the month, effective October 10, 2013, using the Program's Recipient Eligibility Files the Contractor shall, by electronic or manual Data Matching processes with Insurance carriers, including commercial carriers, Medicare and TRICARE Fiscal intermediaries, identify and report **ALL** available third-parties for Medicaid recipients with no existing or changed third-party data on the Program's MMIS file for the previous three (3) month period in accordance with the Match File format described in **Attachment N**.

3.2.3.5 Claims Identification, Recovery and Reporting

A. Identification and Recovery

1. Commercial and TRICARE

Monthly, no later than the 20th day of each month beginning with the Notice to Proceed Date, the Contractor shall identify all Medicaid Recipients with newly acquired Commercial and TRICARE third-party health insurance using the Medicaid Program's Paid Claim File (**Attachment P**). The Contractor shall then file a claim and recover by electronic or manual claiming processes with commercial insurance carriers and TRICARE fiscal intermediaries, all Medicaid payments including BCCDT and KDP Recipients for which the identified health insurance is liable for a retroactive up to two (2) years.

2. Medicare A and B

Quarterly the Contractor shall, using the Program's Paid Claim File (**Attachment P**), identify Medicaid paid claims that are covered by Medicare A and B.

B. Reporting

1. By the 15th day of the following month beginning with the Notice to Proceed Date, the Contractor shall report all collections and rejections of claims to the Department for the previous month. Collections and rejections based on data matching, for example, shall be reported separately from Medicare in Microsoft Excel format.
2. Within 30 calendar days of receiving the Medicare Part A and Part B reports from the Contractor for those claims eligible for Medicare reimbursement, the Department will notify the Contractor of the net amount to be recovered. The net amount is to be used for invoicing purposes only.
3. Monthly the Contractor shall submit to the program via Connect:Direct (**Attachment L**), all identified claims in a Claim Adjustment format (**Attachment Q**) via Connect:Direct for automatic Program recovery from future provider payments.

4. Monthly the Contractor shall submit to the program a Maryland Children's Health Program (MCHP) – Third-Party Coverage report. The Contractor shall identify MCH Premium recipients including applicants who within the six (6) months prior to the date of eligibility have discontinued other health insurance in order to enroll in MCHP Premium and meet Program requirements. This shall be reported in Microsoft Excel format.
5. Monthly the Contractor shall submit to the program a Maryland Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT) – Third-Party Coverage report. The Contractor shall identify BCCDT recipients who within the six (6) months prior to the date of eligibility have discontinued other health insurance in order to enroll in BCCDT. This shall be reported in Microsoft Excel format.
6. Claims shall be filed by the Contractor with third parties potentially liable for a period not to exceed two (2) years prior to the date of discovery of potential health insurance coverage for all situations except Medicare reprocessing. This shall be limited by the longest period of retroactivity obtainable for Medicare reprocessing.
7. The Contractor shall not file claims for recovery of Workers Compensation.
8. Monthly, prior to invoicing the Department, the Contractor shall perform reconciliation of all claims and receipts, including any adjustments to the recoveries obtained by the Contractor from health insurance carriers, the Department or other sources. The Contractor shall send the reconciliation reports in Microsoft Excel format. The drafts shall be sent to the Contract Monitor and DRAFS Finance Control Officer.
9. The contractor shall verify newly collected data against the DHMH systems data in order to ensure accuracy of the findings, as well as to avoid duplicate third-party billings and collections. The contractor shall, at the direction of the Department, review the Medicaid Paid Claim file (**see Attachment O**) to ensure identified Provider claims have not already been reimbursed to the Program.

3.2.3.6. Audits

A. Hospital Credit Balance Audits

1. The Contractor shall develop a methodology to identify Medicaid hospital overpayments. The methodology shall meet all federal and State regulations and requirements. Based on the methodology, the Contractor shall identify and collect Medicaid credit balances in acute general and other hospitals for services paid by the Program for Medicaid recipients from third-party sources, including commercial carriers, Medicare and TRICARE Fiscal intermediaries, and duplicate State payments.
2. The Contractor shall submit the methodology to the contract monitor within 30 calendar days after the Notice to Proceed Date and shall begin use of the methodology only after the approval by the contract monitor or his designee.
3. The Contractor shall use either on site hospital audits or data file analysis of credit balance accounts and review of patient accounts to assure compliance with applicable laws governing adjudication of credit balances.
4. The Contractor shall design and execute patient account review and hospital payment audit programs in conformance with this Request for Proposals and as approved by the Department. The Department will designate the hospitals to be audited. The reports shall be

sent within 30 days of completion of audit to the Department in Microsoft Excel format.

5. The Contractor shall identify, at the initial audit, hospitals that routinely review their credit balances and return these monies to the Program, and erroneous Medicaid hospital payments. The Contractor should also perform credit balance analyses and recovery activities resulting from, but not limited to:
 - a) Services reimbursed by another insurer;
 - b) Duplicate Medicaid payments;
 - c) Hospital accounting errors; or
 - d) Switched charges from inpatient to outpatient
6. The Contractor, after consultation with the Department's Contract Monitor, shall be responsible for proposing the type of audit to be performed, subject to approval of the Department's Contract Monitor, and for determining whether the hospital credit balance operations are in accordance with applicable State and federal laws and regulations.
7. The contract Monitor will identify the yearly schedule of hospital audits. All listed hospitals can be found in **Attachment R**.
8. The Contractor shall complete hospitals audits annually or more frequently based on recovery experience or as determined by the Contract Monitor. Hospital audit reports shall be submitted to the Department within 30 days of completion of audit, or within another time period as determined by the Contract Monitor, in Microsoft Excel format.
9. The Contractor shall send monthly status reports in a form approved by the Contract Monitor (Duplicated Data Process)
10. Within 30 days of completion of the hospital credit balance audit, the Contractor shall submit to the Department a report in an electronic format, approved by the Contract Monitor. The report shall contain the following data elements:
 - a) Provider name
 - b) Provider number
 - c) Admission Type
 - d) Patient name
 - e) Medicaid recipient ID number
 - f) Hospital account number
 - g) Service dates(s)
 - h) COB insurance Name/number
 - i) Reasons for overpayment including, if appropriate, the name(s) and any other insurance carrier(s) and any other insurance information available to the Contractor.
 - j) Payment date
 - k) Amount paid
 - l) Amount overpaid; and
 - m) ICN number

The Contractor shall report the total number and amount of each overpayment for each provider audit as set forth in this section, A.10 (a-m) For each provider, the Contractor shall employ the approved methodology to determine the accuracy of Medicaid credit balance accounts in accordance with the process defined by the Department's Contract Monitor.

B. Long Term Care Credit Balance Audits

Long term care credit balance audits shall conform to the requirements of A 10., Sections i-iii above. The Department shall designate the Long Term Care Facilities to be audited (**Attachment S**). The Contractor will identify and collect program overpayment amounts which may result from accounts twice paid by insurers, once by primary and once by secondary insurers, incorrect coordination of benefits, understated recipient resource amounts and other identified third parties.

3.2.3.7. All reports shall be submitted in a format to be determined by the Contract Monitor.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 MBE Reports

In the event that there is an MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (A) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (B) **Attachment D-5**, the MBE Participation Subcontractor Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.5 Invoicing

3.5.1 General

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor no later than the end of the month following the month in which service was provided. Invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, §§15-215 through 15-223 and with COMAR 21.10.02.
- (c) Contractor shall have a process for resolving billing errors (see RFP §4.4.3.6.e).

3.5.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Third-Party Liability RFP – Invoicing schedule

SERVICE	DESCRIPTION	BILLING FREQUENCY
Initial File review	Initial review of eligibility file	At completion of review
Monthly Data Match	Monthly match of Medical Assistance data with other health insurances	Monthly
Quarterly Data Match	Quarterly match of Medical Assistance data with other health insurances	Quarterly
Post-Payment Recovery	Claims reclamation from liable third parties	Upon completion of the reclamation process, based on monthly lockbox banking reports
Credit Balance Audits	Recovery of credit balances from hospitals and nursing homes	Upon completion of audit; at least monthly

3.6 Insurance Requirements

- 3.6.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the

Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

- 3.6.2 The successful offeror resulting from this RFP must show evidence of third-party legal liability insurance for themselves and any subcontractor under the agreement covering claims arising from the operations and provided under this contract. These insurance overages shall include the statutory limit for Workers' Compensation coverage; a minimum of \$500,000 aggregate for Commercial General Liability coverage; a minimum of \$100,000 for each Professional Liability or Malpractice coverage, The Contractor shall maintain
- 3.6.3 Automobile liability coverage, if applicable. All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the Department's Contract Monitor.
- 3.6.4 All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor shall name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.
- 3.6.5 Within five (5) Business Days of notification of proposed award the Contractor shall provide the Contract Monitor with a current certificate of insurance, and shall update such certificates from time to time, but no less than annually for a multi-year contract, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.6.1.
- 3.6.6 The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than forty-five (45) days' advance notice of any non-renewal, cancellation, or expiration.

In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

- 3.6.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Problem Escalation Procedure

- 3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed, should the Contract Monitor not be available.

3.7.2 The Contractor must provide the PEP no later than ten (10) days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) days after the start of each contract year (and within ten (10) days after any change in circumstance which changes the PEP). The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback, to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. Each Volume shall contain an unbound original, so identified, and five (5) copies. The two (2) sealed Volumes shall be submitted together under one (1) label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- The volume number (I or II), and
- Closing date and time for receipt of proposals

To the Procurement Officer (see Section 1.5.1 “Procurement Officer”) prior to the date and time for receipt of proposals (see Section 1.10 “Proposals Due (Closing) - Date and Time”).

4.2.2 An electronic version (CD) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (CD) of the Financial Proposal in Microsoft Word format must be enclosed with the original Financial Proposal. CDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CDs must be packaged with the original copy of the appropriate proposal (technical or financial).

4.2.3 A second electronic version of Volume I and Volume II in searchable .pdf format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.19 “Public Information Act Notice”).

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “X”).

4.2.5 Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver proposals.

4.3.1 For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mailroom, or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department.

An Offeror using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The register of proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing may only be included in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, five (5) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.3 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 1 “Title and Table of Contents,” Section 2 “Claim of Confidentiality,” Section 3 “Transmittal Letter,” Section 4 “Executive Summary,” etc. In addition to the instructions below, the Offeror’s Technical Proposal should be organized and numbered in the same manner as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by section number and will aid in the evaluation process.

If the State is seeking Offeror agreement to a requirement(s), the Offeror shall state agreement or disagreement. The Offeror shall address each major section of the RFP in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). Any paragraph in the Technical Proposal that responds to a work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

4.4.2 Additional Required Technical Submissions

4.4.2.1 The following documents shall be included in the Technical Proposal; each in its own section that follows the material submitted in Section 4.4.3.

- a. Minimum Qualifications Documentation (See Section 2 “Offeror Minimum Qualifications.”)
- b. Completed Bid/Proposal Affidavit (**Attachment B**)
- c. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**). This attachment must be provided in a separately sealed envelope. (Only required if an MBE subcontracting goal is required)
- d. Completed Maryland Living Wage Requirements Affidavit (**Attachment G-1**)
- e. Completed Federal Funds Attachment (**Attachment H**)
- f. Signed Conflict of Interest Affidavit and Disclosure (**Attachment I**)
- g. Signed Certification Regarding Investments in Iran (**Attachment T**)
- h. Completed Location of the Performance of Services Disclosure (**Attachment U**)

4.4.2.2 Please note that a:

- a. signed **Contract (Attachment A)**,
- b. completed Contract Affidavit (**Attachment C**),
- c. signed Business Associate Agreement (**Attachment J**), and

d. signed Non-Disclosure Agreement (Award) (**Attachment K**)

e. Certificate of Insurance (see RFP §3.6.)

are not required to be submitted with the proposal. These documents will be required to be completed and submitted by the successful Offeror within five (5) business days from notification by the Procurement Officer that the Offeror has been determined to be the apparent awardee.

4.4.3 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.4.3.1 Title Page and Table of Contents

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

4.4.3.2 Claim of Confidentiality

Information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.19 "Public Information Act Notice").

4.4.3.3 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Technical Proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. As applicable, the Offeror's eMM and/or MBE certification number shall be included in this Letter.

4.4.3.4 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary."

The Summary should identify the Service Category(ies) and Region(s) the Offeror is proposing to provide (as applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

4.4.3.5 Proposed Work Plan

a. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. It shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3 "Scope of Work," and specifically Section 3.2 "Scope of Work – Requirements." The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

- b. The Offeror shall identify the location(s) in which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- c. The Offeror must explain, as per the requirements in Section 3.7 "Problem Escalation Procedure," how problems associated with the work to be performed under the Contract will be escalated in order to resolve any issues in a timely manner.

4.4.3.6 Corporate Qualifications and Capabilities

The Offeror shall include information on past corporate experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

- a. An overview of the Offeror's experience and capabilities providing similar services. This description shall include:
 - i. The number of years the Offeror has provided the similar services; and
 - ii. The number of clients/customers and geographic locations that the Offeror currently serves.
 - b. The names and titles of key upper-level management personnel who will be directly involved with supervising the services to be performed under this Contract.
 - c. Up to three (3) references from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. Each reference shall be from a client for whom the Offeror provided services within the past five (5) years and shall include the following information:
 - i. Name of client organization;
 - ii. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
 - iii. Value, type, duration, and services provided.
- DHMH reserves the right to request additional references or use references not provided by an Offeror.**
- d. An Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include but are not limited to one or more of the following:
 - i. Dunn and Bradstreet Rating;
 - ii. Standard and Poor's Rating;
 - iii. Recently audited (or best available) financial statements;
 - iv. Lines of credit;
 - v. Evidence of a successful financial track record; and
 - vi. Evidence of adequate working capital.

The Offeror shall also describe how it is configured managerially, financially, and individually so as to afford the assurance that it can execute a contract successfully.

- e. The Offeror's process for resolving billing errors.

- f. Corporate organizational chart that identifies the complete structure of the company including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
- g. Complete list of all subcontractors that will work under the Contract if the Offeror receives the award, other than those used to meet an MBE subcontracting goal, which are identified separately. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- h. Legal Action Summary. This summary shall include:
 - i. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
 - ii. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
 - iii. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
 - iv. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
- i. Past State Experience

The Offeror shall provide a list of all contracts with any entity of the State of Maryland for which it is currently performing services or for which services have been completed within the last five (5) years. For each identified contract the Offeror is to provide:

- i. The State contracting entity;
- ii. A brief description of the services/goods provided;
- iii. The dollar value of the contract;
- iv. The term of the contract;
- v. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- vi. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.3.7 Experience and Qualifications of Proposed Staff

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel who are to be assigned to the project if the Offeror is awarded the contract. Each resume should include the amount of experience the individual has had relative to the scope of work set forth in this solicitation. Letters of intended commitment to work on the project, including from non-MBE subcontractors, should be included in this section.

The Offeror is required to provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on

his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk document.

4.4.3.8 Economic Benefit Factors

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

1. generic statements that the State will benefit from the Offeror's superior performance under the contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your financial proposal;
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and

- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

4.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, five (5) copies, and an electronic version in MS Word or Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the price sheets only as provided in the Financial Proposal Form and Instructions.

The remainder of this page is intentionally left blank.

SECTION 5– EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of proposals will be conducted by a committee established for that purpose and based on the criteria set forth below. The committee may obtain assistance with its evaluation from any appropriate source.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, subcriteria within each criterion have equal weight.

5.2.1 Offeror’s Technical Response to RFP Requirements (See RFP § 4.4.1)

- a. To what extent does the work plan demonstrate the understanding and ability of the Offeror to successfully meet the requirements, deliverables and the time frames of the RFP, including a timeline showing all critical steps and responsible staff for each component?
- b. To what extent does the work plan demonstrate the Offeror’s understanding of technical and logistical challenges of the Medicaid program as they relate to the requirements of the RFP?
- c. Is the work plan reasonable to achieve the Department’s goals, objectives and requirements?
- d. Has the offeror clearly demonstrated an understanding of the scope of work or is the RFP merely parroted in the offeror’s proposal? How innovative is the offeror’s solution to the problem?

5.2.2 Offeror Experience and Capabilities (See RFP § 4.4.3.7)

- a. To what extent has the organization demonstrated a commitment to providing quality services?
- b. Based on the description given in its proposal, what are the overall capabilities of the offeror relative to the requirements set forth in the RFP, e.g., size and type of staff, finances, experience, etc?
- c. Are there any conflicts of interest, financial issues, or legal issues that need to be resolved?

5.2.3 Number, Type, Experience and Qualifications of Proposed Staff (See RFP § 4.4.3.7)

- a. How well are the named individuals properly matched to this project with respect to their past work experience and credentials?
- b. How much actual experience does each staff person have that is applicable to this project?

5.2.4 Corporate Qualifications and Capabilities (See RFP § 4.4.3.6)

- a. To what extent has the organization demonstrated a commitment to providing quality services?
- b. Based on the description given in its proposal, what are the overall capabilities of the offeror relative to the requirements set forth in the RFP, e.g., size and type of staff, finances, experience, etc?
- c. Are there any conflicts of interest, financial issues, or legal issues that need to be resolved?
- d. What has been the experience of other State agencies when contracting and working with the offeror?

5.2.5 Economic Benefit to State of Maryland (See RFP § 4.4.3.8)

- a. Is the percentage of contract dollars to be recycled into Maryland’s economy adequate, above average, or exceptional?
- b. Is the estimated percentage of dollars committed to small or minority businesses substantial or inconsequential?
- c. Is the estimated percentage of dollars committed to small or minority businesses substantial or inconsequential?
- d. How much tax revenue is anticipated for the State and local subdivisions, etc.?

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the total price proposed within the stated guidelines set forth in this RFP and as submitted on **Attachment F**—Financial Proposal Form.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

5.5.1 In General

The Contract will be awarded in accordance with the competitive sealed proposals method found at COMAR 21.05.03. The competitive sealed proposals method allows for the conduct of discussions and the revision of proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror’s proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror’s technical proposal to be not reasonably susceptible of being selected for award, that Offeror’s financial proposal will be returned if the financial proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) is included and is properly completed.
- 5.5.2.2 Technical proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Proposals are given a final review and ranked.
- 5.5.2.4 The financial proposal of each Qualified Offeror (responsible Offerors determined to have submitted acceptable proposals) will be evaluated separately from the technical evaluation. After a review of the financial proposals of Qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors that have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- 5.5.3 Award Determination
- Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making this determination, technical factors will receive equal weight with price factors.

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SECTION 6 - ATTACHMENTS

ATTACHMENT A – Contract

This is the Contract used by DHMH. It is provided with the RFP for informational purposes and is not required to be signed at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the selected Offeror for signature. The Offeror must return three (3) executed copies of the Contract within five (5) Working Days after receipt. Upon award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This document must be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT C – Contract Affidavit

This document is not required at the time of proposal submission, but must be completed and submitted within five (5) Working Days of the notice of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

This attachment includes the MBE subcontracting goal statement, instructions, and MBE Attachments D1 through D6. Attachment D1 must be completed and submitted with the Offeror's technical proposal in a separately sealed envelope. Attachments D2 and D3 are required to be submitted within ten (10) Working Days of receiving notification of recommendation for award.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in the RFP by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Financial Proposal Form

Financial Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G – Living Wage Requirements for Service Contracts

ATTACHMENT G-1 – Maryland Living Wage Affidavit of Agreement

This document must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment

Certifications and documents must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

This document must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Business Associate Agreement

This document is not required at the time of Proposal submission, but may be submitted to expedite processing. If not received with the Proposal, it must be submitted by the selected Offeror to the Procurement Officer with the Contract (see Attachment A).

ATTACHMENT K – Non-Disclosure Agreement (Award)

This document is not required at the time of Proposal submission, but may be submitted to expedite processing. If not received with the Proposal, it must be submitted by the selected Offeror to the Procurement Officer with the Contract (see Attachment A).

ATTACHMENT L – CONNECTIVITY TO DHMH FILE EXCHANGE SYSTEMS

ATTACHMENT M – STATE OF MARYLAND INFORMATION TECHNOLOGY SECURITY POLICY AND STANDARDS

ATTACHMENT N – MATCH FILE LAYOUT

ATTACHMENT O – ELIGIBILITY FILE FORMAT

ATTACHMENT P – PAID CLAIMS FILE FORMATS

ATTACHMENT Q – CLAIMS ADJUSTSTMENT FILE

ATTACHMENT R – MARYLAND AND DISTRICT OF COLUMINA HOSPITALS

ATTACHMENT S – MARYLAND AND DISTRICT OF COLUMBIA LONG TERM CARE FACILITIES

ATTACHMENT T – CERTIFICATION REGARDING INVESTMENT IN IRAN

This document must be completed and submitted with the Technical Proposal.

ATTACHMENT U– LOCATION OF THE PERFORMANCE OF SERVICE DISCLOSURE

This document must be completed and submitted with the Technical Proposal.

ATTACHMENT A – CONTRACT

Maximization of Third-Party Liability Recoveries for the State of Maryland

THIS CONTRACT (the “Contract”) is made this ____ day of ____, ____ by and between ____ (the “Contractor”) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES (the “Department”).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Monitor” means the individual identified in RFP §1.6 as the Contract Monitor.
- 1.3 “Contractor” means ____ whose principal business address is ____ and whose principal office in Maryland is ____.
- 1.4 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities or Commissions.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated ____.
- 1.6 “Procurement Officer” means the individual identified in RFP §1.5.1 as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals titled ____, Solicitation # DHMH OPASS ____ -- ____, and any addenda thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated ____.

2. Scope of Contract

- 2.1 The Contractor shall provide all deliverables as defined in the RFP Section 3 “Scope of Work.” These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The RFP
- Exhibit B – The Technical Proposal
- Exhibit C – The Financial Proposal
- Exhibit D - State Contract Affidavit, executed by the Contractor and dated ____.

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or

decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR Title 21, is obtained.

3. Period of Performance.

- 3.1 The Contract resulting from this RFP shall be for a period of (3) years beginning on July 1, 2013 and ending on June 30, 2016 . The Contractor shall provide services upon receipt of official notification of award.
- 3.2 Further, this contract may be extended for one (1) period of two years at the sole discretion of the Department and at the prices quoted in the proposal for Option Years.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices specified on the Financial Proposal Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$_____.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Md. Code Ann., State Finance and Procurement Article, § 15-104, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Public Information

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including, without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is

lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

- 8.2 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of the Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement

Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and

equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above:

- 24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and
- 24.2 That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department's Contract Monitor, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department's Contract Monitor. Any subcontracts shall include such language as may be required in various clauses contained within this contract, exhibits, and attachments. The contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third-party claims, arising under Section 10 "Indemnification" of this Contract, are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by [Contractor name] of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. [Corporate name of Parent Company] may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. [Corporate name of Parent Company] further agrees that if the State brings any claim, action, suit or proceeding against [Contractor], [Corporate name of Parent Company] may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and

Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DHMH, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- a. Not process further payments to the contractor until payment to the subcontractor is verified;
- b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;

- b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, the Department may then:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Contract Monitor

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. However, all matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

33. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Sharon R. Gambrill, CPPB
Procurement Officer

Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street, Room 416B
Baltimore, Maryland 21201

If to the Contractor:

34. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this contract, and to notify the DHMH Office of Systems, Operations and Pharmacy immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

35. Compliance with Federal HIPAA and State Confidentiality Law

35.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq. and implementing regulations including 45 C.F.R. Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

35.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and set forth in Attachment J. The fully-executed Business Associate Agreement must be submitted within five (5) working days after notification of selection, or within five (5) days after award, whichever is earlier. Upon expiration of the five (5) day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.

35.3 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

By:

By: Joshua M. Sharfstein, M.D., Secretary

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20 ____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners.

"Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Revised July 23, 2012

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Revised July 23, 2012

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) participation goal stated in this solicitation. MBE performance must be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies set forth at COMAR 21.11.03. Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MINORITY BUSINESS ENTERPRISE INSTRUCTIONS AND FORMS D1 through D5

A. MBE Participation Goals and Subgoals

The Contractor shall achieve the MBE subcontracting goal and any subgoals established for this contract, by subcontracting to one or more MDOT-certified Minority Business Enterprises a sufficient portion of the contract’s scope of work that results in total MBE payments that meet or exceed the MBE participation goal.

If awarded the Contract:

- A prime contractor – including an MBE or certified Small Business Reserve (SBR) prime contractor – must accomplish an amount of work not less than the MBE participation goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE participation goal with certified MBE subcontractors.

B. Solicitation and contract formation

1. Instructions for Submission of Bid or Proposal:

a. **The bidder or offeror must include the following affidavit with its bid or proposal:**

- 1) A completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D1) whereby the bidder or offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process. Pursuant to COMAR 21.11.03.09C(2), bidders or offerors, including bidders or offerors that are certified MBEs shall:
 - (a) identify specific work categories within the scope of the procurement appropriate for

subcontracting; (b) solicit certified MBEs in writing at least ten (10) days before bids or proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts; (c) attempt to make personal contact with the certified MBEs solicited and to document these attempts; (d) assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and (e) attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.

Additionally, the bidder or offeror identifies the specific commitment of certified Minority Business Enterprises at the time of submission by listing each MBE subcontractor to be used on the contract and specifying the specific percentage of contract value (not range) associated with each subcontractor. **Attachment D1 shall become part of the final contract, therefore, any changes (additions and/or deletions) must be submitted to the Procurement Officer in writing for approval.**

If a percentage range is specified for a proposed MBE subcontractor, only the lowest amount in the range can be considered for MBE commitment purposes. Ex: If a range of “5-15%” is proposed for a MBE subcontractor, only “5%” can be considered for purposes of totaling the actual MBE commitment for that particular MBE subcontractor. It is suggested that the bidder or offeror provide a specific percentage, and not a percentage range, for each MBE subcontractor proposed.

NOTE: The failure of a bidder or offeror to complete and submit the MDOT Certified MBE Utilization and Fair Solicitation Affidavit shall result in a determination that the bid is non-responsive or that the offer is not reasonably susceptible of being selected for contract award.

- 2) **Within 10 working days from notification** that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - a) Outreach Efforts Compliance Statement (**Attachment D2**)
 - b) Subcontractor Project Participation Statement (**Attachment D3**)
 - c) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

C. Contract Administration Requirements:

Prime Contractor shall:

1. **Attachment D4:** Submit monthly to the Department’s Contract Monitor or designee a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the contract, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached.

2. **Attachment D5:** Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department's Contract Monitor or designee a report that identifies the prime contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. **COMAR 21.11.03.13F:** A procurement agency may, upon completion of a contract, and before final payment and/or release of retainage or both, require that a prime contractor on any contract having an MBE subcontract goal, submit a final report, in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

D. Minority Business Enterprise Participation Forms

The following forms are samples for your use in identifying and completing the MBE documentation requirements.

Revised February 2013

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- | | |
|--------------------------------|-----------------------------|
| ____ percent African American | ____ percent Asian American |
| ____ percent Hispanic American | ____ Woman-Owned |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
- (a) Outreach Efforts Compliance Statement (Attachment D2)
 - (b) Subcontractor Project Participation Certification (Attachment D3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	%
Total <i>Asian American</i> MBE Participation:	%
Total <i>Hispanic American</i> MBE Participation:	%
Total <i>Woman-Owned</i> MBE Participation:	%
Total <i>Other</i> Participation:	%
 Total <i>All MBE</i> Participation:	 %

Note: The percentages entered above must total to the actual percentage of contract value to be committed to be paid to MBE subcontractor(s). i.e. if the MBE commitment is “25%,” the actual individual MBE percentages listed above should total “25%” (Not “100%,” indicating 100% of MBE commitment).

For example, if the MBE goal is 25%, and all proposed MBEs are African-American with a total MBE commitment of 25%, the totals under “Total African-American MBE Participation” and “Total *All MBE* Participation” should both be listed as “25%.”

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
of Affiant

(PLEASE PRINT OR TYPE)

Signature

Name:

Title:

Date:

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Outreach Efforts Compliance Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

- 1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
a. [] This project does not involve bonding requirements.
OR
b. [] Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:
a. [] Bidder/Offeror did/did not attend the pre-bid/proposal conference.
OR
b. [] No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name By: Signature

Address: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment D1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name MBE Certification Number	
Work To Be Performed	
Percentage of Total Contract	
Total Subcontract Amount \$	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____

 Name, Title
 Name, Title
 Date

By:

Date

This form is to be completed monthly by the prime contractor.

Attachment D4

Maryland Department of Health and Mental Hygiene Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:	Email:																															
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice#</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice #</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.		
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	<u>Invoice #</u>	<u>Amount</u>																															
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**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ _____
--

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____		Email: _____																													
Address: _____																															
City: Baltimore	State: _____	ZIP: _____																													
Phone: _____	FAX: _____																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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Total Dollars Unpaid: \$ _____																															
Prime Contractor: _____		Contact Person: _____																													

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ _____
--

Signature: _____ Date: _____
(Required)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Phone) (Title)

(Signature) (Fax Number)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number - DHMH OPASS 13-13384

Maximization of Third-Party Liability Recoveries for the State of Maryland

A Pre-Proposal Conference will be held at 10:00 a.m. on March 19, 2013, at 201 W. Preston Street, Conference Room L2, Baltimore, MD 21201. Please return this form by 4:00 p.m. Local Time Monday, March 18, 2013 advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Coordinator:

Jane M. Rutkowski
Office of Systems, Operations and Pharmacy
Department of Health and Mental Hygiene
201 W. Preston Street , Room SS-9
Baltimore, Maryland 21201

Email: jane.rutkowski@maryland.gov
Fax #: (410)333-5277

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS & FINANCIAL PROPOSAL FORM

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL EVALUATED PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Form, nothing shall be entered on the Financial Proposal Form or attached thereto that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.

The Financial Proposal shall contain all price information in the format specified. Complete the Financial Proposal Form only as provided in the Pricing Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award and rejected by the Department.

All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. Prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

Unless indicated elsewhere in the RFP, sample amounts used for calculations in the Financial Proposal Form are typically estimates for evaluation purposes, and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.

ATTACHMENT F – FINANCIAL PROPOSAL FORM

**TPL Financial Proposal Form - BASE CONTRACT TERM
3 Year Base Period
Maximization of Third Party Liability Recoveries for the State of Maryland**

A1. PROJECT WORK PLAN

	<u>Fixed Fee (Dollars)</u>		<u>Units</u>		<u>Total Cost</u>
Project Work Plan	\$ _____ ONE-TIME FEE	X	<u>1</u>	=	\$ _____
			A1 – SUBTOTAL		\$ _____

A2. DATA MATCH – COST AVOIDANCE

	<u>Fixed Fee (Dollars)</u>		<u>Units</u>		<u>Total Cost</u>
Eligibility File Review – Data Match – Fixed dollar fee, including processes in Sections 3.2.3.2, 3.2.3.3, 3.2.3.4 for Medicaid recipients to be completed 90 days after the start of the Base Period.	\$ _____ ONE-TIME FEE	X	<u>1</u> REVIEW	=	\$ _____
Monthly Data Match <u>NEW MEDICAID ENROLLEES</u> Fixed dollar fee, including processes in Sections 3.2.3.2, 3.2.3.3, 3.2.3.4 EFFECTIVE 30 days after the start of the Base Period through the completion of the Base Period.	\$ _____ PER MONTH	X	<u>36</u> MONTHS	=	\$ _____
Quarterly Data Match Fixed dollar fee, including processes in Sections 3.2.3.2, 3.2.3.3, 3.2.3.4 EFFECTIVE 90 days after the start of the Base Period through completion of the Base Period.	\$ _____ QUARTERLY	X	<u>12</u> PERIODS	=	\$ _____
			A2 – SUBTOTAL		\$ _____

A3. CLAIMS IDENTIFICATION, RECOVERY, AND REPORTING

	<u>Fixed Fee (Dollars)</u>		<u>Estimated Recovery Amount*</u>		<u>Total Cost</u>
Identified Commercial or TRICARE Coverage, Fixed percentage rate, including processes in Section 3.2.3.5 for the Base Period.	_____ % % RATE	X	\$24 Million	=	\$ _____
Medicare A&B, Fixed percentage rate, including processes in in Section 3.2.3.5 all inclusive of the processes, for estimated recoveries of \$24.5 million for the Base Period.	_____ % % RATE	X	\$24 Million	=	\$ _____
* Amount from prior contract periods – not a guarantee or projection			A3 – SUBTOTAL		\$ _____

B. AUDITS

	<u>Fixed Fee (Dollars)</u>		<u>Estimated Recovery Amount*</u>		<u>Total Cost</u>
Hospital Credit Balance Fixed percentage rate, including processes in section 3.2.3.6 for the period 2 years prior to beginning of Base Period through completion of Base Period.	\$ _____ + _____ % PER AUDIT % RATE BASE AMOUNT	X	\$6 Million	=	\$ _____
Long Term Care Fixed percentage rate, including processes in Section 3.2.3.6, for the Base Period.	\$ _____ + _____ % PER AUDIT % RATE BASE AMOUNT	X	\$3 Million	=	\$ _____
* Amount from prior contract periods – not a guarantee or projection			B – SUBTOTAL		\$ _____

C. MCHP

Monthly Reports of a) Maryland Children’s Health Program (MCHP)-Third Party Coverage- MCHP Premium recipients; and b) Maryland Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT)-Third Party Coverage- BCCDT recipients who are eligible or have been eligible by other insurance or other parties. Section 3.2.3.5.	\$ _____ PER MONTH	X	<u>36</u> MONTHS	=	\$ _____
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D. TRANSITION OF DATA

	Fixed Fee (Dollars)		Units		Total Cost
BEGINNING TRANSITION OF DATA	\$ _____ ONE TIME	X	1	=	\$ _____
ENDING TRANSITION OF DATA	\$ _____ ONE TIME	X	1	=	\$ _____
			D – SUBTOTAL		\$ _____

TPL TOTAL BASE CONTRACT PERIOD PROPOSED COST =

$$(A1+A2+A3+ B+ C+ D) \$ \underline{\hspace{2cm}}$$

Base Contract Amount

THE “TPL TOTAL BASE CONTRACT PERIOD PROPOSED COST”, SPECIFIED ABOVE, IS BASED ON MODEL QUANTITIES AND WILL BE USED SOLELY FOR PRICE EVALUATION, COMPARISON AND SELECTION FOR RECOMMENDATION FOR AWARD. THE ACTUAL AMOUNT TO BE PAID TO THE CONTRACTOR SHALL BE CALCULATED USING THE FIRM FIXED PRICES, RATES AND UNIT PRICES SPECIFIED ON THE FINANCIAL PROPOSAL SHEET.

TPL Financial Proposal Sheet – OPTION PERIOD
2 Year Option PERIOD
Maximization of Third Party Liability Recoveries for the State of Maryland

NOTES

- a. The Department does not guarantee it will extend the TPL contract beyond the Base Contract Term.
- b. All notes stated in the Base Contract Term Section of the Financial Proposal Sheet apply to similar services of the Option Period, except as noted above.

A2. DATA MATCH – COST AVOIDANCE

	<u>Fixed Fee (Dollars)</u>		<u>Units</u>		<u>Total Cost</u>
Eligibility File Review - Fixed dollar fee, including processes in for Medicaid recipients to be completed 30 days after the beginning of Option Period.	\$ _____ ONE-TIME FEE	X	<u>1</u> REVIEW	=	\$ _____
Monthly Data Match <u>NEW MEDICAID ENROLLEES</u> Fixed dollar fee, including processes in sections 3.2.3.2, 3.2.3.3, and 3.2.3.4. EFFECTIVE for Option Period.	\$ _____ PER MONTH	X	<u>24</u> MONTHS	=	\$ _____
Quarterly Data, Fixed dollar fee, including processes in sections 3.2.3.2, 3.2.3.3, and 3.2.3.4. EFFECTIVE for Option Period.	\$ _____ QUARTERLY	X	<u>8</u> PERIODS	=	\$ _____
			A2 – SUBTOTAL		\$ _____

A3. CLAIMS IDENTIFICATION, RECOVERY, AND REPORTING

	<u>Fixed Fee (Dollars)</u>		<u>Estimated Recovery Amount*</u>		<u>Total Cost</u>
Identified Commercial or TRICARE Coverage, Fixed percentage rate, including processes in section 3.2.3.5 for estimated recoveries of \$14 million for Option Period.	_____ % % RATE	X	\$14 Million	=	\$ _____
Medicare A&B, Fixed percentage rate, including processes in section 3.2.3.5 all inclusive of the processes, for estimated recoveries of \$14 million for Option Period.	_____ % % RATE	X	\$14 Million	=	\$ _____
* Amount from prior contract periods – not a projection			A3 – SUBTOTAL		\$ _____

B. AUDITS

	<u>Fixed Fee (Dollars)</u>		<u>Estimated Recovery Amount*</u>		<u>Total Cost</u>
Hospital Credit Balance Fixed percentage rate, including processes in section 3.2.3.6, for estimated recoveries of \$6 million for Option Period.	\$ _____ + _____% PER AUDIT % RATE BASE AMOUNT	X	\$6 Million	=	\$ _____
Long Term Care Fixed percentage rate, including processes in section 3.2.3.6, for estimated recoveries of \$2 million for Option Period.	\$ _____ + _____% PER AUDIT % RATE BASE AMOUNT	X	\$2 Million	=	\$ _____
* Amount from prior contract periods – not a projection			B – SUBTOTAL		\$ _____

C. MCHP

Monthly Reports of a) Maryland Children’s Health Program (MCHP)-Third Party Coverage-MCHP Premium recipients; and b) Maryland Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT)-Third Party Coverage- BCCDT recipients who are eligible or have been eligible by other insurance or other parties. 3.2.3.5.	\$ _____ PER MONTH	X	<u>24</u> MONTHS	=	\$ _____
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TPL TOTAL OPTION PERIOD PROPOSED COST:

$$(A2+A3+B+C) \$ \frac{\text{_____}}{\text{TOTAL OPTION PERIOD}}$$

THE “TPL TOTAL OPTION PERIOD PROPOSED COSTS” SPECIFIED ABOVE IS BASED ON MODEL QUANTITIES AND WILL BE USED SOLELY FOR PRICE EVALUATION, COMPARSION AND SELECTION FOR RECOMMENDATION FOR AWARD. THE ACTUAL AMOUNT TO BE PAID TO THE CONTRACTOR SHALL BE CALCULATED USING THE FIRM FIXED PRICES, RATES AND UNIT PRICES SPECIFIED ON THE FINANCIAL PROPOSAL SHEET.

TPL TOTAL PROPOSED COSTS =
(BASE PERIOD + OPTION PERIOD) \$ _____
Total Evaluated Price

The Financial Proposal shall contain all price information in the format specified on these pages. Complete the price sheet only as provided on the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit prices for each option year. Failure to adhere to any of these instructions may result in the proposal being rejected by the Department.

Authorized Signature: _____

Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

FEIN: _____

eMM: _____

Telephone #: _____

Fax #: _____

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements in the Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of the Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage set at Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State and Finance Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website at <http://www.dlir.state.md.us/labor/> and clicking on Living Wage for State Service contracts.

ATTACHMENT G-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____ Tier _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms its commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

- The employee(s) proposed to work on the contract is/are 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative
Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

Submit This Affidavit with Bid/Proposal

ATTACHMENT H – FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions
[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and subrecipients) which expend a total of \$500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, External Audit Division, Spring Grove Hospital-Tuerk Bldg., 55 Wade Avenue, Baltimore, MD 21228.
 - B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subContractor vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective

notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All subrecipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.
- E) All subrecipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not limited to, subrecipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Rev. 3/2008

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Certifying Individual

U.S. Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

Telephone No.: _____ Date: _____

Federal Use Only:

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Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

- A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL PROPOSAL

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Office of Systems, Operations and Pharmacy unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and _____ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 C.F.R. Parts 160 and 64), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- B. **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- C. **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.
- D. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- E. **Protected Health Information or PHI.** “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.501.
- G. **Secretary.** “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

- H. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 164, Subpart C.
- I. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

- A. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.
- B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 C.F.R. §164.504(e).
- C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and Security Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associates shall comply with all components of the Security Rule that are applicable to covered entities in the same manner that a covered entity must comply.
- C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement
- D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:
 - 1. Be made to Covered Entity without unreasonable delay and in no case later than fifty (50) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifty (50) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - 2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - 3. Be in substantially the same form as Exhibit A hereto; and
 - 4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

- a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.
- F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- G. To the extent applicable, Business Associate shall provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual.
- I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.
- K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.
- L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

- M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

- A. Term. The Term of this Agreement shall be effective as of as of the effective date of the Contract entered into following the solicitation for **MCP - Third Party Liability Solicitation # DHMH OPASS 13-13384**, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section IV.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.
- C. Effect of Termination.
 - 1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.
 - 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
 - 3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION

Business associate recognizes that the promises it has made in this agreement shall, henceforth, be detrimentally relied upon by covered entity in choosing to continue or commence a business relationship with business associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement. This Agreement shall be interpreted in accordance with Maryland state law, not including the choice of law provisions.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Ramiak James, Privacy Officer
Department of Health & Mental Hygiene
Office of the Inspector General
201 W. Preston Street, 5th Floor
Baltimore, MD 21201
Phone: (410) 767-5411

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____
Attention: _____
Phone: _____

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT K- NON-DISCLOSURE AGREEMENT (AWARD)

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made this _____ day of _____, 20____, by and between the State of Maryland (the “State”), acting by and through its Department of Health and Mental Hygiene (the “Department”) and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Request for Proposals (“RFP”) **MCP Third Party Liability Solicitation # DHMH OPASS 13-13384**; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFP and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the RFP or who will otherwise have a role in performing any aspect of the RFP, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from

falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of the Contractor authorized to bind the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____ Maryland Department of Health and Mental Hygiene

By: _____ (SEAL) By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

NON-DISCLOSURE AGREEMENT - EXHIBIT A

**LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-DISCLOSURE AGREEMENT - EXHIBIT B

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Agreement by and between the State of Maryland and

_____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT L – CONNECTIVITY TO DHMH FILE EXCHANGE SYSTEMS

CONNECTIVITY TO DHMH FILE EXCHANGE SYSTEMS

- 1) **CONNECT:DIRECT,**
- 2) **eMedicaid**

1) CONNECT:DIRECT

CONNECT:DIRECT by Sterling Commerce is the supported connectivity standards for file exchange between Annapolis Data Center (ADC) and vendors of the State of Maryland. Vendors will establish connectivity via Connect Direct through ADC. ADC uses an I/P solution for their Connect Direct customers. The IP connection using Connect:Direct will be over the internet, not a private connection to ADC. With the connection via the internet, we strongly recommend encryption using the Secure+ feature which is additional Connect:Direct software the vendor will need.

See Attachment M, N, and O for existing file exchange names and formats.

For more information go to:

<http://www.adc.state.md.us/filetransfer/connectdirect.asp>

2) EMEDICAID

Contractor will access eMedicaid, Maryland Medicaid's provider web portal to maintain provider network on MMIS.

To access eMedicaid go to: www.emdhealthchoice.org

Click on 'Services for Medical Care Providers'.

Click on 'Web Service's User Guide.

**ATTACHMENT M – STATE OF MARYLAND INFORMATION TECHNOLOGY
SECURITY POLICY AND STANDARDS**

**State of Maryland Information Technology Security
Policy and Standards**

Link to State of Maryland Information Technology Security Policy and
Standards:

<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

ATTACHMENT N – MATCH FILE LAYOUT

MATCH FILE LAYOUT

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RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : H5IT.PDS.DEV.COPYLIB

MEMBER : NT76000T

MEMBER CONTAINS 2 LAYOUTS

FIELD LEVEL/NAME	PICTURE	FLD	START	END	LENGTH
> > > > START OF LAYOUT NUMBER 1 < < < < <					
NT760000-HEADER-RECORD			1	500	500
5 NT760000-FILE-IDENTIFIER	X(8)	1	1	8	8
5 FILLER	XXX	2	9	11	3
5 NT760000-MATCH-DATE	9(8)	3	12	19	8
5 FILLER	X	4	20	20	1
5 NT760000-BEGIN-MONTH	99	5	21	22	2
5 NT760000-END-MONTH	99	6	23	24	2
5 FILLER	X	7	25	25	1
5 NT760000-FILE-TYPE	X	8	26	26	1
5 FILLER	X(474)	9	27	500	474
> > > > START OF LAYOUT NUMBER 2 < < < < <					
NT760000-DETAIL-RECORD			1	500	500
5 NT760000-MEDICAID-ID-NUM	GROUP	1	1	20	20
10 NT760000-MAID-NUM	X(11)	2	1	11	11
10 NT760000-SEQ-NUM	XX	3	12	13	2
10 FILLER	X(7)	4	14	20	7
5 NT760000-LAST-NAME	X(20)	5	21	40	20
5 NT760000-FIRST-NAME	X(20)	6	41	60	20
5 NT760000-MID-INITIAL	X	7	61	61	1
5 NT760000-DATE-OF-BIRTH	GROUP	8	62	69	8
10 NT760000-RDOB-CCYY	9(4)	9	62	65	4
10 NT760000-RDOB-MM	99	10	66	67	2
10 NT760000-RDOB-DD	99	11	68	69	2
5 NT760000-INSURED-LAST-NAME	X(20)	12	70	89	20
5 NT760000-INSURED-FIRST-NAME	X(10)	13	90	99	10
5 NT760000-INSURED-MID-INITIAL	X	14	100	100	1
5 NT760000-INSURED-SSN	9(9)	15	101	109	9
5 NT760000-INSURED-DOB	GROUP	16	110	117	8
10 NT760000-IDOB-CCYY	9(4)	17	110	113	4
10 NT760000-IDOB-MM	99	18	114	115	2
10 NT760000-IDOB-DD	99	19	116	117	2
5 NT760000-CARRIER-NAME	X(30)	20	118	147	30
5 NT760000-CARRIER-ADDRESS-1	X(30)	21	148	177	30
5 NT760000-CARRIER-ADDRESS-2	X(30)	22	178	207	30
5 NT760000-CARRIER-CITY	X(20)	23	208	227	20
5 NT760000-CARRIER-STATE	XX	24	228	229	2
5 NT760000-CARRIER-ZIP-CODE	GROUP	25	230	239	10
10 NT760000-CARRIER-ZIP-5	X(5)	26	230	234	5
10 NT760000-CARRIER-ZIP-4	X(4)	27	235	238	4
10 FILLER	X	28	239	239	1
5 NT760000-POLICY-NUMBER	X(20)	29	240	259	20
5 NT760000-GROUP-NUMBER	X(20)	30	260	279	20
5 NT760000-POLICY-START-DATE	GROUP	31	280	287	8
10 NT760000-BEG-CCYY	9(4)	32	280	283	4
10 NT760000-BEG-MM	99	33	284	285	2
10 NT760000-BEG-DD	99	34	286	287	2
5 NT760000-POLICY-END-DATE	GROUP	35	288	295	8
10 NT760000-END-CCYY	9(4)	36	288	291	4
10 NT760000-END-MM	99	37	292	293	2
10 NT760000-END-DD	99	38	294	295	2
5 NT760000-MEDICAID-COVERAGE-GRP	XXX	39	296	298	3

5	NT760000-INS-RESOURCE-CODE	XX	40	299	300	2
5	NT760000-CARRIER-ID-CODE	X(5)	41	301	305	5
5	NT760000-COVERAGE-TYPES	X(25)	42	306	330	25
5	FILLER	X(170)	43	331	500	170

***** END OF LAYOUT REPORT *****

ATTACHMENT O – ELIGIBILITY FILE FORMAT

Attachment O contains the following eligibility file formats:

TPL Resource File Layout
 Recipient Eligibility Files Layout
 Carrier Address File Layout
 Buy-In HCFA File Layout
 TPL Employer File Layout

**ELIGIBILITY FILES
 (TPL Resource File Layout)**

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 RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : HMIP.PDS.DCLLIB
 MEMBER : TSRTPLRS

----- FIELD LEVEL/NAME -----	---PICTURE---	FLD	START	END	LENGTH
TSRTPLRS			1	504	504
10 ORIGINAL-RECIP-ID	S9(11)	1	1	6	6
10 TPL-INS-LIAB-IND	X	2	7	7	1
10 TPL-SEQ-NUM	S99	3	8	9	2
10 TPL-DATE-EST	X(10)	4	10	19	10
10 TPL-REFERRAL-DT	X(10)	5	20	29	10
10 TPL-POLICY-NM	X(15)	6	30	44	15
10 CARRIER-CD	X(6)	7	45	50	6
10 TPL-INS-CO-NAME	X(25)	8	51	75	25
10 TPL-GROUP-NM	X(15)	9	76	90	15
10 TPL-INS-CO-ST-ADD	X(25)	10	91	115	25
10 TPL-INS-CO-ST-ADD2	X(25)	11	116	140	25
10 TPL-INS-CO-CITY	X(18)	12	141	158	18
10 TPL-INS-CO-STATE	XX	13	159	160	2
10 TPL-INS-CO-ZIP-CD	X(5)	14	161	165	5
10 TPL-INS-CO-ZIP-4	X(4)	15	166	169	4
10 TPL-INS-CO-PHONE	X(10)	16	170	179	10
10 TPL-BEG-DT	X(10)	17	180	189	10
10 TPL-END-DT	X(10)	18	190	199	10
10 TPL-VERIFY-IND	X	19	200	200	1
10 TPL-RESOURCE-CD	XXX	20	201	203	3
10 TPL-STATUS-CD	X	21	204	204	1
10 TPL-FOLLOW-UP-DT	X(10)	22	205	214	10
10 TPL-FOLLOW-UP-CD	X	23	215	215	1
10 TPL-LETTER-AMT	S9(7)V99	24	216	220	5
10 DT-OF-INCIDENT	X(10)	25	221	230	10
10 TPL-TYPE-COVERAGE	X(25)	26	231	255	25
10 TRAUMA-DIAG	X(5)	27	256	260	5
10 TPL-RESP-SSN	S9(9)	28	261	265	5
10 TPL-HIPP-EFF-DATE	X(10)	29	266	275	10
10 TPL-RESP-NM	X(25)	30	276	300	25
10 TPL-RESP-ADD-1	X(25)	31	301	325	25
10 TPL-RESP-ADD-2	X(25)	32	326	350	25
10 TPL-RESP-CITY	X(13)	33	351	363	13
10 TPL-RESP-STATE	XX	34	364	365	2
10 TPL-RESP-ZIP-CD	X(5)	35	366	370	5
10 TPL-RESP-ZIP-4	X(4)	36	371	374	4
10 TPL-RESP-PHONE	X(10)	37	375	384	10
10 TPL-SCRATCH-PAD	X(70)	38	385	454	70
10 USER-ID	S999	39	455	456	2
10 TPL-HIPP-FREQUENCY	X	40	457	457	1

10	TPL-HIPP-PAY-DATE	X(10)	41	458	467	10
10	TPL-RELAT-CD	X	42	468	468	1
10	TPL-MARITAL-STAT	X	43	469	469	1
10	TPL-EMPLOYMENT-CD	X	44	470	470	1
10	TPL-LETTER-DEST	X	45	471	471	1
10	TPL-LETTER-DATE	X(10)	46	472	481	10
10	TPL-DATE-VERIFIED	X(10)	47	482	491	10
10	DT-OF-LAST-TRANS	X(10)	48	492	501	10
10	TPL-LETTER-CD	XXX	49	502	504	3

***** END OF LAYOUT REPORT *****

ELIGIBILITY FILES
(Recipient Eligibility Files Layout)

12 MAR 2009 FILE-AID 9.0.1 PRINT FACILITY 08:06:49 PAGE 1
RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : HMIP.PDS.COPYLIB
MEMBER : P1100000

-----	FIELD LEVEL/NAME	-----	---PICTURE---	FLD	START	END	LENGTH
	P1100091-FIXED-PORTION				1	9032	9032
5	P1100091-FIXED-PORTION		GROUP	1	1	352	352
10	P1100092-ALTERNATE-INDEX-1						
			GROUP	2	1	20	20
	15 P1100013-RECIP-SS-NUMBER		X(9)	3	1	9	9
	15 P1100093-RECORD-KEY		GROUP	4	10	20	11
	20 P1100094-ORIGINAL-RECIP-ID						
			9(11)	5	10	20	11
10	P1100092-ALTERNATE-INDEX-2						
			GROUP	6	21	67	47
	15 P1100093-RECIP-NAME		GROUP	7	21	56	36
	20 P1100094-RECIP-LAST-NAME						
			GROUP	8	21	40	20
	25 P1100015-LAST-NAME-FIRST-5						
			X(5)	9	21	25	5
	25 FILLER		X(15)	10	26	40	15
	20 P1100094-RECIP-FIRST-NAME						
			GROUP	11	41	55	15
	25 P1100015-FIRST-NAME-FIRST-2						
			XX	12	41	42	2
	25 FILLER		X(13)	13	43	55	13
	20 P1100014-RECIP-MIDDLE-INIT						
			X	14	56	56	1
	15 P1100013-RECIP-SEX-CODE						
			X	15	57	57	1
	15 P1100033-RECIP-DATE-OF-BIRTH						
			S9(7)	16	58	61	4
	15 P1100033-ORIGINAL-RECIP-ID						
			9(11)	17	62	67	6
10	P1100092-ALTERNATE-INDEX-3						
			GROUP	18	68	85	18
	15 P1100013-MEDICARE-ID-NUM						
			X(12)	19	68	79	12
	15 P1100063-ORIGINAL-RECIP-ID						
			9(11)	20	80	85	6
10	P1100092-ALTERNATE-INDEX-4						
			GROUP	21	86	96	11
	15 P1100093-CURRENT-RECIP-ID						
			9(11)	22	86	96	11
10	P1100092-ALTERNATE-INDEX-5						
			GROUP	23	97	114	18
	15 P1100093-RECIP-DUPLICATE-DATA						
			GROUP	24	97	108	12
	20 P1100014-LAST-NAME-FIRST-5						
			X(5)	25	97	101	5
	20 P1100014-FIRST-NAME-FIRST-2						
			XX	26	102	103	2
	20 P1100014-RECIP-SEX-CODE						
			X	27	104	104	1
	20 P1100034-RECIP-DATE-OF-BIRTH						
			S9(7)	28	105	108	4
	15 P1100053-ORIGINAL-RECIP-ID						
			9(11)	29	109	114	6
10	P1100092-ALTERNATE-CASE-DATA						
			GROUP	30	115	123	9

15	P1100023-RECIP-CASE	9(9)	31	115	123	9
10	P1100092-OCCURRENCE-COUNTERS	GROUP	32	124	137	14
15	P1100033-NUM-ELIG-SPANS	S999	33	124	125	2
15	P1100033-NUM-HMO	S999	34	126	127	2
15	P1100033-NUM-NH-DATA	S999	35	128	129	2
15	P1100033-NUM-NEW-IDS	S999	36	130	131	2
15	P1100033-NUM-SPEC-PGM-SPANS	S999	37	132	133	2
15	P1100033-NUM-INCOME-SPANS	S999	38	134	135	2
15	P1100033-NUM-CERTIF-SPANS	S999	39	136	137	2
10	P1100092-UPDATE-INFORMATION	GROUP	40	138	148	11
15	P1100033-RECIP-LAST-BATCH-UPD	S9(5)	41	138	140	3
15	P1100033-USER-ID	999	42	141	142	2
15	P1100033-DATE-OF-LAST-TRANS	S9(5)	43	143	145	3
15	P1100033-RECIP-PREV-UPDATE	S9(5)	44	146	148	3
10	P1100092-RECIP-DEMO-DATA	GROUP	45	149	285	137
15	P1100013-RECIP-ORIGIN-CODE	X	46	149	149	1
15	P1100013-RECIP-HOH-NAME	X(25)	47	150	174	25
15	P1100013-RECIP-NAME-SUFFIX	X(4)	48	175	178	4
15	P1100013-RECIP-PHONE-NUM	9(10)	49	179	188	10
15	P1100013-RECIP-ADDR-LINE-1	X(22)	50	189	210	22
15	P1100013-RECIP-ADDR-LINE-2	X(22)	51	211	232	22
15	P1100013-RECIP-CITY	X(18)	52	233	250	18
15	P1100013-RECIP-STATE	XX	53	251	252	2
15	P1100093-RECIP-ZIP-CODE	GROUP	54	253	261	9
20	P1100014-RECIP-ZIP-CODE	9(5)	55	253	257	5
20	P1100014-RECIP-ZIP-PART-2	9(4)	56	258	261	4
15	P1100023-RECIP-DISTRICT	999	57	262	264	3
15	P1100023-RECIP-COUNTY	99	58	265	266	2
15	P1100023-RECIP-PREV-COUNTY	99	59	267	268	2
15	P1100023-DHR-UNIT	XXX	60	269	271	3
15	P1100023-RECIP-RACE-CODE	X	61	272	272	1
15	P1100033-RECIP-DATE-OF-DEATH	S9(5)	62	273	275	3
15	P1100033-ASSIST-APPRV-DATE	S9(5)	63	276	278	3
15	P1100013-RECIP-APPL-DATE	S9(5)	64	279	281	3
15	P1100013-RECIP-CARES-DATE	S9(5)	65	282	284	3
15	P1100013-EPSTDT-INDICATOR	X	66	285	285	1
10	P1100032-DUP-CARD-CODE	9	67	286	286	1
10	P1100032-ID-ISSUE-DATE	S9(5)	68	287	289	3
10	P1100032-ID-RETURN-CD	X	69	290	290	1
10	P1100012-PRODUCTION-TEST-IND	X	70	291	291	1

10	P1100012-RECIP-ON-REVIEW	X	71	292	292	1
10	P1100012-TPL-IND	XX	72	293	294	2
10	P1100012-RECIP-INSURANCE-CODE					
		XX	73	295	296	2
10	P1100032-ADULT-SCREEN-DATE					
		S9(5)	74	297	299	3
10	P1100012-MANAG-CARE-CODE	X	75	300	300	1
10	P1100022-MOTHERS-RECIP-ID					
		9(11)	76	301	306	6
10	P1100012-RECIP-LTC-CODE	X	77	307	307	1
10	P1100012-RECIP-HMO-CODE	X	78	308	308	1
10	P1100012-RECIP-WAIVER-CODE					
		X	79	309	309	1
10	P1100032-MEDICARE-AB-IND	X	80	310	310	1
10	P1100032-RECIP-ASSETS	S9(5)	81	311	313	3
10	P1100032-RECIP-INCOME	S9(5)	82	314	316	3
10	P1100032-RECIP-DATE-OF-ENTRY					
		S9(5)	83	317	319	3
10	P1100032-RECIP-HOSP-NUM	S999	84	320	322	3
10	P1100012-MAC-ASSIGN-IND	X	85	323	323	1
10	P1100012-CMC-PEND-IND	X	86	324	324	1
10	P1100032-MANAG-CARE-EXP	S9(5)	87	325	327	3
10	P1100022-RECIP-CARES-IRN	9(9)	88	328	332	5
10	FILLER	X(20)	89	333	352	20
5	P1100091-VARIABLE-PORTION	GROUP	90	353	9032	8680
10	P1100092-RECIP-ELIG-DATA	GROUP	91	353	2152	1800
15	P1100093-RECIP-ELIG-DATA(1) OCCURS 60 TIMES					
		GROUP	92	353	382	30
20	P1100034-RECIP-ELIG-BEG-DATE(1)					
		S9(5)	93	353	355	3
20	P1100034-RECIP-ELIG-END-DATE(1)					
		S9(5)	94	356	358	3
20	P1100094-RECIP-COVERAGE-GRP(1)					
		XXX	95	359	361	3
20	P1100012-RECIP-COVERAGE-TYPE(1)					
		X	96	362	362	1
20	P1100032-RECIP-CATEGORY(1)					
		S99	97	363	364	2
20	P1100032-RECIP-SCOPE-CODE(1)					
		S9	98	365	365	1
20	P1100012-RECIP-CITIZEN-CODE(1)					
		X	99	366	366	1
20	P1100014-RECIP-SOURCE-CODE(1)					
		X	100	367	367	1
20	P1100014-CANCEL-REASON(1)					
		XXX	101	368	370	3
20	P1100034-RECIP-EVS-DATE(1)					
		S9(5)	102	371	373	3
20	P1100014-RECIP-SPLIT-BILL-AMT(1)					
		S9(7)V99	103	374	378	5
20	P1100034-LAST-ELIG-TRANS(1)					
		S9(5)	104	379	381	3
20	P1100014-GUARANTEE-IND(1)					
		X	105	382	382	1
10	P1100092-RECIP-HMO-DATA	GROUP	106	2153	4252	2100
15	P1100093-RECIP-HMO-DATA(1) OCCURS 60 TIMES					
		GROUP	107	2153	2187	35
20	P1100034-HMO-BEGIN-DATE(1)					
		S9(5)	108	2153	2155	3
20	P1100034-HMO-END-DATE(1)					
		S9(5)	109	2156	2158	3
20	P1100034-HMO-PROV-NUMBER(1)					
		GROUP	110	2159	2167	9
25	P1100025-PROV-BASE-NUMBER(1)					
		9(7)	111	2159	2165	7
25	P1100025-PROV-LOCATION(1)					
		99	112	2166	2167	2

20	P1100014-HMO-DISENR-REAS(1)	XX	113	2168	2169	2
20	P1100014-HMO-RETRO-IND(1)	X	114	2170	2170	1
20	P1100014-HMO-RPT-FLAG(1)	X	115	2171	2171	1
20	P1100014-MANAG-CARE-TYP(1)	XXX	116	2172	2174	3
20	P1100014-RECP-ENROL-TYP(1)	XX	117	2175	2176	2
20	P1100014-RECP-ENROL-SRCE(1)	X	118	2177	2177	1
20	P1100014-RECP-DISENR-SRCE(1)	X	119	2178	2178	1
20	P1100014-CAP-ACG-CD(1)	XXX	120	2179	2181	3
20	P1100034-LAST-ACTVTY-DT(1)	S9(5)	121	2182	2184	3
20	P1100034-ENROL-BRKR-SENT-DT(1)	S9(5)	122	2185	2187	3
10	P1100092-RECIP-NH-DATA	GROUP	123	4253	5752	1500
15	P1100093-RECIP-NH-DATA(1)	OCCURS 60 TIMES				
		GROUP	124	4253	4277	25
20	P1100034-RECIP-NH-BEGIN-DATE(1)	S9(5)	125	4253	4255	3
20	P1100034-RECIP-NH-END-DATE(1)	S9(5)	126	4256	4258	3
20	P1100014-RECIP-BED-RESRV(1)	X	127	4259	4259	1
20	P1100014-RECIP-NH-TYPE(1)	X	128	4260	4260	1
20	P1100034-RECIP-OASDI-AMT(1)	S9(5)V99	129	4261	4264	4
20	P1100034-RECIP-LTC-DISCH-DT(1)	9(5)	130	4265	4267	3
20	P1100034-RECIP-NH-PROV-NUM(1)	9(9)	131	4268	4272	5
20	P1100014-NH-TERMINATION-CODE(1)	X	132	4273	4273	1
20	P1100034-RECIP-NH-SHARE-AMT(1)	S9(5)V99	133	4274	4277	4
10	P1100092-NEW-RECIP-ID-DATA	GROUP	134	5753	6602	850
15	P1100093-NEW-RECIP-ID-DATA(1)	OCCURS 50 TIMES				
		GROUP	135	5753	5769	17
20	P1100034-RECIP-ID-NUMBER(1)	9(11)	136	5753	5758	6
20	P1100034-DATE-OF-ID-CHANGE(1)	S9(5)	137	5759	5761	3
20	P1100034-RECIP-ID-END-DATE(1)	S9(5)	138	5762	5764	3
20	P1100034-RECIP-CARES-IRN(1)	9(9)	139	5765	5769	5
10	P1100092-SPEC-PGM-DATA	GROUP	140	6603	8522	1920
15	P1100093-SPEC-PGM-DATA(1)	OCCURS 60 TIMES				
		GROUP	141	6603	6634	32
20	P1100014-PROV-MC-PRG(1)	XXX	142	6603	6605	3
20	P1100034-MANAG-CARE-BEG-DATE(1)	S9(5)	143	6606	6608	3
20	P1100034-MANAG-CARE-END-DATE(1)	S9(5)	144	6609	6611	3
20	P1100014-MANAG-C-DISENR-REAS(1)	XXX	145	6612	6614	3
20	P1100014-MC-DISENR-SOURCE(1)	X	146	6615	6615	1
20	P1100014-IMP-SAVINGS-IND(1)					

		X	147	6616	6616	1
20	P1100034-SPEC-PGM-PROV-NUMBER(1)	9(9)	148	6617	6621	5
20	P1100014-MANAG-CARE-SOURCE(1)	X	149	6622	6622	1
20	P1100014-CASE-COORDINATOR(1)	XX	150	6623	6624	2
20	P1100014-CASE-FILE-NUM(1)	X(5)	151	6625	6629	5
20	P1100034-RECIP-SP-SHARE-AMT(1)	S9(5)V99	152	6630	6633	4
20	P1100014-MC-RPT-FLAG(1)	X	153	6634	6634	1
10	P1100092-RECIP-INC-DATA	GROUP	154	8523	8802	280
15	P1100093-RECIP-INC-DATA(1) OCCURS 10 TIMES	GROUP	155	8523	8550	28
20	P1100034-RECIP-NET-INCOME(1)	S9(9)V99	156	8523	8528	6
20	P1100032-RECIP-MEM-SIZE(1)	S99	157	8529	8530	2
20	P1100034-INC-EFFEC-DATE(1)	S9(5)	158	8531	8533	3
20	P1100032-RECIP-FED-POV(1)	S999	159	8534	8536	3
20	P1100014-INC-SRC-UPDATE(1)	X	160	8537	8537	1
20	P1100034-INC-LAST-ACT(1)	S9(5)	161	8538	8540	3
20	FILLER(1)	X(10)	162	8541	8550	10
10	P1100092-RECIP-CRT-DATA	GROUP	163	8803	9032	230
15	P1100093-RECIP-CRT-DATA(1) OCCURS 10 TIMES	GROUP	164	8803	8825	23
20	P1100034-CRT-PROD-DATE(1)	S9(5)	165	8803	8805	3
20	P1100034-CRT-ELIG-BEGIN(1)	S9(5)	166	8806	8808	3
20	P1100034-CRT-ELIG-END(1)	S9(5)	167	8809	8811	3
20	P1100014-CRT-SRC-UPDATE(1)	X	168	8812	8812	1
20	P1100034-CRT-LAST-ACT(1)	S9(5)	169	8813	8815	3
20	FILLER(1)	X(10)	170	8816	8825	10

*** END OF LAYOUT REPORT ***

ATTACHMENT O (continued)

ATTACHMENT O (continued)

ELIGIBILITY FILES
(Buy-In HCFA File Layout)

09 MAR 2009 FILE-AID 9.0.1 PRINT FACILITY 13:37:50 PAGE 1
RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : HMIP.PDS.DCLLIB
MEMBER : TSRBYHCF

FIELD	LEVEL/NAME	PICTURE	FLD	START	END	LENGTH
TSRBYHCF			1	1	129	129
10	MAST-ID	S9(11)	1	1	6	6
10	RCPT-CURR-ID	S9(11)	2	7	12	6
10	HCFA-PART-IND	X	3	13	13	1
10	HCFA-L-NAME	X(12)	4	14	25	12
10	HCFA-F-NAME	X(10)	5	26	35	10
10	HCFA-MI	X	6	36	36	1
10	HCFA-SEX	X	7	37	37	1
10	HCFA-BIRTH-DATE	X(10)	8	38	47	10
10	HCFA-SSN	S9(9)	9	48	52	5
10	HIC-BIC	X(12)	10	53	64	12
10	RECIP-HCFA-COV-TP	X	11	65	65	1
10	HCFA-COV-GRP	XXX	12	66	68	3
10	HCFA-BEGIN-DATE	X(10)	13	69	78	10
10	HCFA-END-DATE	X(10)	14	79	88	10
10	MAST-HIC-BIC-PREV	X(12)	15	89	100	12
10	LAST-ACTVTY-TSTMP	X(26)	16	101	126	26
10	SRC-OF-UPD	X	17	127	127	1
10	USER-ID	S999	18	128	129	2

*** END OF LAYOUT REPORT ***

ATTACHMENT P – PAID CLAIMS FILE FORMATS

Attachment P contains the following Paid Claims file formats:

DATE-HEADER
 INSTITUTIONAL-CLAIM
 PHARMACY-CLAIM
 MEDICAL-CLAIM
 CREDIT-ADJUSTMENT

**PAID CLAIMS FILE
 (DATE-HEADER)**

12 MAR 2009 FILE-AID 9.0.1 PRINT FACILITY 08:15:29 PAGE 1
 RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : HMIP.PDS.COPYLIB
 MEMBER : O2407100

-----	FIELD LEVEL/NAME	-----	---PICTURE---	FLD	START	END	LENGTH
01400100-DATE-HEADER							
5	01400111-RECORD-CODE		XX	1	1	2	2
5	01400111-SORT-KEY		X(30)	2	3	32	30
5	01400131-NUM-OF-LINE-ITEMS		S999	3	33	34	2
5	01400131-NUM-OF-CURR-EXCEP		S999	4	35	36	2
5	01400131-NUM-OF-COMM-EXCEP		S999	5	37	38	2
5	01400131-NUM-OF-TPL-SEGMENTS						
			S999	6	39	40	2
5	01400131-NUM-OF-RELATED-HIST						
			S999	7	41	42	2
5	01400191-INVOICE-CONTROL-NUM						
			GROUP	8	43	59	17
10	01400122-CLM-INPUT-MEDIUM-IND						
			9	9	43	43	1
10	01400122-BATCH-DATE		9(5)	10	44	48	5
10	01400122-MACH-REEL-FILL		99	11	49	50	2
10	01400122-BATCH-NUMBER		999	12	51	53	3
10	01400122-DOCUMENT-NUMBER		9(4)	13	54	57	4
10	01400122-LINE-NUMBER		99	14	58	59	2
5	01400111-CYCLE-DATE		X(6)	15	60	65	6
5	01400121-CYCLE-DATE		9(6)	16	66	71	6
5	01400131-CYCLE-DATE		S9(5)	17	72	74	3
5	01400151-CYCLE-DATE		X(8)	18	75	82	8
5	01400161-CYCLE-DATE		9(5)	19	83	85	3

***** END OF LAYOUT REPORT *****

20	01415234-TOTAL-CLAIM-CHARGE					
		S9(7)V99	35	100	104	5
20	01415234-CLM-RECIP-PMT-AMT					
		S9(7)V99	36	105	109	5
20	01415234-THIRD-PARTY-PMT-AMT					
		S9(7)V99	37	110	114	5
20	01415234-AMT-PAID-BY-MCARE					
		S9(7)V99	38	115	119	5
20	01415234-NET-CLAIM-CHARGE					
		S9(7)V99	39	120	124	5
20	01415234-REIMBURSEMENT-AMOUNT					
		S9(7)V99	40	125	129	5
20	01415234-FED-FIN-PART					
		S9(7)V99	41	130	134	5
20	01415234-SPENDDOWN-AMOUNT					
		S9(7)V99	42	135	139	5
15	01415293-CLAIM-PROV-DATA	GROUP	43	140	173	34
20	01415294-PROV-NUMBER	GROUP	44	140	148	9
25	01415225-PROV-BASE-NUMBER					
		9(7)	45	140	146	7
25	01415225-PROV-LOCATION					
		99	46	147	148	2
20	01415214-PROV-CAT-OF-SVC-CODE					
		XX	47	149	150	2
20	01415214-PROV-SPEC-CODE					
		S999	48	151	152	2
20	01415214-PROV-TYPE					
		XX	49	153	154	2
20	01415214-PROV-COUNTY-CODE					
		99	50	155	156	2
20	01415234-PROV-ZIP-CODE					
		9(9)	51	157	161	5
20	01415294-PAY-TO-PROV-DATA					
		GROUP	52	162	172	11
25	01415295-PAY-TO-PROV-NUM					
		GROUP	53	162	170	9
30	01415226-PAY-TO-PROV-BASE-NUM					
		9(7)	54	162	168	7
30	01415226-PAY-TO-PROV-LOC					
		99	55	169	170	2
25	01415215-PAY-TO-PROV-TYPE					
		XX	56	171	172	2
20	01415214-PROV-PAYMENT-METHOD					
		X	57	173	173	1
15	01415293-CLAIM-RECIP-DATA					
		GROUP	58	174	290	117
20	01415294-RECIP-IDENT-NUMBER					
		GROUP	59	174	184	11
25	01415225-RECIP-IDENT-NUMBER					
		9(11)	60	174	184	11
20	01415294-ORIGINAL-RECIP-ID					
		GROUP	61	185	195	11
25	01415225-ORIGINAL-RECIP-ID					
		9(11)	62	185	195	11
20	01415294-PROV-MC-DATA					
		GROUP	63	196	207	12
25	01415225-PROV-MC-PRG					
		XXX	64	196	198	3
25	01415225-SPEC-PGM-PROV					
		9(9)	65	199	207	9
25	01415295-SPEC-PGM-PROV REDEFINES 01415225-SPEC-PGM-PROV					
25	01415295-SPEC-PGM-PROV					
		GROUP	66	199	207	9
30	01415226-SPEC-PROV-BASE-NUM					
		9(7)	67	199	205	7
30	01415226-SPEC-PROV-LOCATION					
		99	68	206	207	2
20	01415294-PROV-MC-DATA-2					
		GROUP	69	208	219	12
25	01415225-PROV-MC-PRG-2					
		XXX	70	208	210	3
25	01415225-SPEC-PGM-PROV-2					

		9(9)	71	211	219	9
25	01415295-SPEC-PGM-PROV-2	REDEFINES	01415225-SPEC-PGM-PROV-2			
25	01415295-SPEC-PGM-PROV-2					
		GROUP	72	211	219	9
30	01415226-SPEC-PROV-BASE-NUM-2					
		9(7)	73	211	217	7
30	01415226-SPEC-PROV-LOCATION-2					
		99	74	218	219	2
20	01415294-PROV-MC-DATA-3					
		GROUP	75	220	231	12
25	01415225-PROV-MC-PRG-3					
		XXX	76	220	222	3
25	01415225-SPEC-PGM-PROV-3					
		9(9)	77	223	231	9
25	01415295-SPEC-PGM-PROV-3	REDEFINES	01415225-SPEC-PGM-PROV-3			
25	01415295-SPEC-PGM-PROV-3					
		GROUP	78	223	231	9
30	01415226-SPEC-PROV-BASE-NUM-3					
		9(7)	79	223	229	7
30	01415226-SPEC-PROV-LOCATION-3					
		99	80	230	231	2
20	01415214-RECIP-COUNTY	XX	81	232	233	2
20	01415214-RECIP-ZIP-CODE					
		X(5)	82	234	238	5
20	01415294-RECIP-NAME	GROUP	83	239	276	38
25	01415215-RECIP-LAST-NAME					
		X(20)	84	239	258	20
25	01415215-RECIP-FIRST-NAME					
		X(15)	85	259	273	15
25	01415215-RECIP-MIDDLE-INIT					
		X	86	274	274	1
25	01415215-NAME-CODE	XX	87	275	276	2
20	01415234-RECIP-DATE-OF-BIRTH					
		S9(7)	88	277	280	4
20	01415234-RECIP-AGE	S999	89	281	282	2
20	01415214-RECIP-SEX-CODE					
		X	90	283	283	1
20	01415214-RECIP-RACE-CODE					
		X	91	284	284	1
20	01415214-RECIP-MCARE-IND					
		X	92	285	285	1
20	01415214-RECIP-NH-INDIC					
		X	93	286	286	1
20	01415214-RECIP-COVERAGE-GRP					
		XXX	94	287	289	3
20	01415214-RECIP-COVERAGE-TP					
		X	95	290	290	1
15	01415293-CLAIM-CREDIT-DATA					
		GROUP	96	291	327	37
20	01415214-ADJUSTMENT-REASON					
		XX	97	291	292	2
20	01415214-CLAIM-CREDIT-IND					
		X	98	293	293	1
20	01415234-ICN-OF-CREDIT	GROUP	99	294	310	17
25	01415234-CLM-INPUT-MEDIUM-IND2					
		9	100	294	294	1
25	01415234-BATCH-DATE2	9(5)	101	295	299	5
25	01415234-MACH-REEL-FILL2					
		99	102	300	301	2
25	01415234-BATCH-NUMBER2					
		999	103	302	304	3
25	01415234-DOCUMENT-NUMBER2					
		9(4)	104	305	308	4
25	01415234-LINE-NUMBER2					
		99	105	309	310	2
20	01415234-ICN-TO-CREDIT	GROUP	106	311	327	17
25	01415234-CLM-INPUT-MEDIUM-IND3					

		9	107	311	311	1
25	01415234-BATCH-DATE3	9(5)	108	312	316	5
25	01415234-MACH-REEL-FILL3					
		99	109	317	318	2
25	01415234-BATCH-NUMBER3					
		999	110	319	321	3
25	01415234-DOCUMENT-NUMBER3					
		9(4)	111	322	325	4
25	01415234-LINE-NUMBER3					
		99	112	326	327	2
15	01415294-MARS-CODES	GROUP	113	328	341	14
20	01415215-MARS-AID-CAT	GROUP	114	328	330	3
25	01415225-MARS-MAINT-ASST-STAT					
		X	115	328	328	1
25	01415225-MARS-ELIG-BASIS					
		XX	116	329	330	2
20	01415225-MARS-CLM-IND	S9	117	331	331	1
20	01415215-SPLIT-CLAIM-IND					
		X	118	332	332	1
20	01415215-FFP-FUND-CD	X	119	333	333	1
20	01415215-FED-CAT-SVC	XX	120	334	335	2
20	01415215-MARS-CAT-OF-SVC					
		XX	121	336	337	2
20	01415215-FED-MAINT-ASST-CD					
		X	122	338	338	1
20	01415215-FED-AID-CAT	X	123	339	339	1
20	01415265-PD-UNIT-SVC	S999	124	340	341	2
15	01415293-CLM-HEADER-MISC-DATA					
		GROUP	125	342	409	68
20	01415294-CLM-HEADER-MISC-DATA					
		GROUP	126	342	409	68
25	01415295-CLM-HEADER-MISC-DATA					
		GROUP	127	342	403	62
30	01415236-REMITTANCE-ADVICE-NO					
		9(6)	128	342	345	4
30	01415236-CHECK-VOUCH-NUM					
		9(7)	129	346	349	4
30	01415236-USER-IDENTIFICATION					
		999	130	350	351	2
30	01415236-PRE-AUTH-NUM					
		X(8)	131	352	359	8
30	01415236-NUMBER-OF-CYCLES					
		S999	132	360	361	2
30	01415216-TRAUMA-REL-IND					
		X	133	362	362	1
30	01415236-ATTACHMENT-IND					
		X	134	363	363	1
30	01415296-APPROPRIATION-CODE					
		GROUP	135	364	372	9
35	01415217-PROG-PROJ-CODE					
		X(4)	136	364	367	4
35	01415217-DHMH-FUND-CD					
		X	137	368	368	1
35	01415237-EXPEND-FISC-YEAR					
		99	138	369	370	2
35	01415217-PROV-ENROL-STAT-CD					
		XX	139	371	372	2
30	01415216-OVERRIDE-LOC-CODE					
		XX	140	373	374	2
30	01415296-OVERRIDE-EXCEP-DATA					
		GROUP	141	375	378	4
35	01415237-OVERRIDE-EXCEP-CODE					
		999	142	375	376	2
35	01415237-OVERRIDE-EXCEP-USER					
		999	143	377	378	2
30	01415296-EOB-CODE	GROUP	144	379	382	4
35	01415237-EOB-CODE(1) OCCURS 2 TIMES					

		999	145	379	380	2
30	01415296-CURR-LOCATION-DATA	GROUP	146	383	387	5
35	01415217-CLAIM-LOCATION-CODE	XX	147	383	384	2
35	01415237-DATE-ENTERED-LOC	S9(5)	148	385	387	3
30	01415296-PREV-LOCATION-DATA	GROUP	149	388	392	5
35	01415297-PREV-LOCATION-DATA	GROUP	150	388	392	5
40	01415218-CLAIM-LOCATION-CODE-2	XX	151	388	389	2
40	01415238-DATE-ENTERED-LOC-2	S9(5)	152	390	392	3
30	01415236-PAT-ACCT-NO	X(11)	153	393	403	11
25	01415292-MISC-PROVIDERS	GROUP	154	404	409	6
30	01415214-MISC-PROV-IND	X	155	404	404	1
30	01415234-MISC-PROV-NUMBER	9(9)	156	405	409	5
15	01415293-SPECIAL-INDICATOR	GROUP	157	410	413	4
20	01415214-SPECIAL-INDICATOR(1)	OCCURS 4 TIMES				
		X	158	410	410	1
10	01415292-CLM-HEADER-VARIABLE	GROUP	159	414	751	338
15	01415213-CONSENT-IND	X	160	414	414	1
15	01415213-EPSDT-IND	X	161	415	415	1
15	01415234-OTHER-INSURANCE-IND	X	162	416	416	1
15	01415234-TPL-OVERRIDE	X	163	417	417	1
15	01415293-DIAGNOSIS-DATA	GROUP	164	418	440	23
20	01415214-DIAG-STERL-IND	X	165	418	418	1
20	01415214-DIAG-ABORT-IND	X	166	419	419	1
20	01415214-DIAG-FAM-PLAN-IND	X	167	420	420	1
20	01415294-DIAG-CODE-ICD-9	GROUP	168	421	440	20
25	01415295-DIAG-CODE-ICD-9(1)	OCCURS 4 TIMES				
		GROUP	169	421	425	5
30	01415216-DIAG-CODE-ICD-9(1)	X(5)	170	421	425	5
15	01415213-CLM-PRIOR-AUTH-IND	X	171	441	441	1
15	01415293-ATTENDING-PHYSICIAN	GROUP	172	442	450	9
20	01415224-ATTEND-PHYS-BASE-NUM	9(7)	173	442	448	7
20	01415224-ATTEND-PHYS-LOC	99	174	449	450	2
15	01415293-PERFORM-PROV-NUMBER	GROUP	175	451	459	9
20	01415224-PERFRM-PROV-BASE-NUM	9(7)	176	451	457	7
20	01415224-PERFRM-PROV-LOC	99	177	458	459	2
15	01415243-ALLOWED-CHARGE	S9(7)V99	178	460	464	5
15	01415213-ALLOWED-CHRG-SOURCE	X	179	465	465	1
15	01415233-PROV-CHARGE-FACTOR	S9(7)V99	180	466	470	5
15	01415213-RSN-FOR-ABORT	X	181	471	471	1

15	01415213-MEDICAL-RCD-NUM	X(13)	182	472	484	13
15	01415293-FINANCIAL-CLASS	GROUP	183	485	487	3
	20 01415214-PRIMARY-PAYOR-CODE	X	184	485	485	1
	20 01415214-SECONDARY-PAYOR-CODE	X	185	486	486	1
	20 01415214-TERTIARY-PAYOR-CODE	X	186	487	487	1
15	01415293-TYPE-BILL	GROUP	187	488	490	3
	20 01415224-TYPE-OF-FACILITY	9	188	488	488	1
	20 01415224-BILL-CLASS	9	189	489	489	1
	20 01415214-FREQUENCY	X	190	490	490	1
15	01415223-PATIENT-STATUS	99	191	491	492	2
15	01415223-SPECIAL-PROGRAM-IND	99	192	493	494	2
15	01415233-COVERED-DAYS	S999	193	495	496	2
15	01415213-NON-COV-DAYS	S999	194	497	498	2
15	01415213-ADMIN-DAYS	S999	195	499	500	2
15	01415213-DIAG-REL-GRP	S999	196	501	502	2
15	01415213-MCARE-PROV-NUMBER	X(17)	197	503	519	17
15	01415293-HOSPITAL-MCARE-DATA	GROUP	198	520	539	20
	20 01415234-MCARE-DEDUCTIBLE-AMT	S9(5)V99	199	520	523	4
	20 01415234-MCARE-COINS-AMT	S9(5)V99	200	524	527	4
	20 01415234-MCARE-BLOOD-DED-AMT	S9(5)V99	201	528	531	4
	20 01415234-DATE-PAID-BY-MCARE	S9(5)	202	532	534	3
	20 01415234-LIFETIME-RESERVE	S99	203	535	536	2
	20 01415234-MCARE-COINS-DAYS	S99	204	537	538	2
	20 01415234-PROV-MED-SRC-IND	X	205	539	539	1
15	01415293-BLOOD-DATA	GROUP	206	540	545	6
	20 01415234-BLOOD-FURNISHED	S999	207	540	541	2
	20 01415234-BLOOD-REPLACED	S999	208	542	543	2
	20 01415234-BLOOD-NOT-REPLACED	S999	209	544	545	2
15	01415293-ADMISSION-DATA	GROUP	210	546	552	7
	20 01415234-ADMISSION-DATE	S9(5)	211	546	548	3
	20 01415224-ADMISSION-HOUR	99	212	549	550	2
	20 01415224-ADMIT-SOURCE	9	213	551	551	1
	20 01415224-ADMIT-TYPE	9	214	552	552	1
15	01415293-NURSING-HOME-DATA	GROUP	215	553	566	14
	20 01415234-DHMH-1321-INDICATOR	X	216	553	553	1
	20 01415234-DHMH-1321-DAYS	S99	217	554	555	2
	20 01415234-DHMH-1295-INDICATOR	X	218	556	556	1
	20 01415234-DHMH-1295-DAYS	S99	219	557	558	2
	20 01415214-DHMH-2129-INDICATOR	X	220	559	559	1
	20 01415214-DHMH-2129-DAYS	S99	221	560	561	2
	20 01415214-PAT-STAT-LTC	9	222	562	562	1

20	01415234-NH-DISCHARGE-DATE					
		S9(5)	223	563	565	3
20	01415234-PAT-ASSESSED-IND					
		X	224	566	566	1
15	01415293-PROCEDURE-DATA	GROUP	225	567	614	48
20	01415294-PROCEDURE-DATA					
		GROUP	226	567	614	48
25	01415295-PROCEDURE-DATA(1)	OCCURS 6 TIMES				
		GROUP	227	567	574	8
30	01415216-PROC-CODE(1)					
		X(5)	228	567	571	5
30	01415236-DATE-OF-SURGERY(1)					
		S9(5)	229	572	574	3
15	01415293-OCCURRENCE-DATA	GROUP	230	615	654	40
20	01415294-OCCURRENCE-DATA(1)	OCCURS 8 TIMES				
		GROUP	231	615	619	5
25	01415225-OCCURRENCE-CODE(1)					
		99	232	615	616	2
25	01415235-OCCURRENCE-DATE(1)					
		S9(5)	233	617	619	3
15	01415293-OCCUR-SPAN-DATA	GROUP	234	655	686	32
20	01415294-OCCUR-SPAN-DATA(1)	OCCURS 4 TIMES				
		GROUP	235	655	662	8
25	01415225-OCCUR-SPAN(1)					
		XX	236	655	656	2
25	01415235-OCCUR-FROM-DATE(1)					
		S9(5)	237	657	659	3
25	01415235-OCCUR-TO-DATE(1)					
		S9(5)	238	660	662	3
15	01415293-CONDITION-DATA	GROUP	239	687	700	14
20	01415294-CONDITION-DATA(1)	OCCURS 7 TIMES				
		GROUP	240	687	688	2
25	01415225-CONDITION-CODE(1)					
		XX	241	687	688	2
15	01415293-VALUE-DATA	GROUP	242	701	736	36
20	01415294-VALUE-DATA(1)	OCCURS 6 TIMES				
		GROUP	243	701	706	6
25	01415225-VALUE-CODE(1)					
		XX	244	701	702	2
25	01415235-VALUE-DOLLAR-AMOUNT(1)					
		S9(5)V99	245	703	706	4
15	01415293-EST-RESPONSIBILITY					
		GROUP	246	737	751	15
20	01415294-EST-RESPONSIBILITY(1)	OCCURS 3 TIMES				
		GROUP	247	737	741	5
25	01415235-EST-RESPONSIBILITY(1)					
		S9(7)V99	248	737	741	5
10	01415292-CURRENT-EXCEPTION	GROUP	249	752	926	175
15	01415293-CURRENT-EXCEPTION					
		GROUP	250	752	926	175
20	01415294-CURRENT-EXCEPTION(1)					
		OCCURS 1 TO 25 TIMES DEPENDING ON 01415234-NUM-OF-CURR-EXCEP				
		GROUP	251	752	758	7
25	01415235-EXCEPTION-CODE(1)					
		999	252	752	753	2
25	01415215-LINE-ITEM-CODE(1)					
		XX	253	754	755	2
25	01415215-EXCEPTION-STATUS(1)					
		X	254	756	756	1
25	01415235-USER-IDENTIFICATION(1)					
		999	255	757	758	2
10	01415292-COMMITTED-EXCEPTION					
		GROUP	256	927	1026	100
15	01415293-COMMITTED-EXCEPTION					
		GROUP	257	927	1026	100
20	01415294-COMMITTED-EXCEPTION(1)					
		OCCURS 1 TO 25 TIMES DEPENDING ON 01415234-NUM-OF-COMM-EXCEP				

		GROUP	258	927	930	4
25	01415235-EXCEPTION-CODE(1)	999	259	927	928	2
25	01415215-LINE-ITEM-CODE(1)	XX	260	929	930	2
10	01415292-RECIP-TPL-DTL-DATA	GROUP	261	1027	1134	108
15	01415293-RECIP-TPL-DTL-DATA(1)					
	OCCURS 1 TO 3 TIMES DEPENDING ON 01415234-NUM-OF-TPL-SEGMENTS					
		GROUP	262	1027	1062	36
20	01415214-CARRIER-CODE(1)	X(6)	263	1027	1032	6
20	01415214-POLICY-NUMBER(1)	X(15)	264	1033	1047	15
20	01415214-TPL-GROUP-NUMBER(1)	X(15)	265	1048	1062	15
10	01415292-RELATED-HISTORY	GROUP	266	1135	1784	650
15	01415293-RELATED-HISTORY	GROUP	267	1135	1784	650
20	01415294-RELATED-HISTORY	GROUP	268	1135	1784	650
25	01415295-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON 01415234-NUM-OF-RELATED-HIST					
		GROUP	269	1135	1160	26
30	01415296-LINE-ITEM-CODE(1)	GROUP	270	1135	1138	4
35	01415246-LINE-ITEM-CODE(1)	XX	271	1135	1136	2
35	01415246-LINE-ITEM-CODE-2(1)	XX	272	1137	1138	2
30	01415236-INVOICE-CONTROL-NUM(1)	GROUP	273	1139	1155	17
35	01415236-CLM-INPUT-MEDIUM-IND4(1)	9	274	1139	1139	1
35	01415236-BATCH-DATE4(1)	9(5)	275	1140	1144	5
35	01415236-MACH-REEL-FILL4(1)	99	276	1145	1146	2
35	01415236-BATCH-NUMBER4(1)	999	277	1147	1149	3
35	01415236-DOCUMENT-NUMBER4(1)	9(4)	278	1150	1153	4
35	01415236-LINE-NUMBER4(1)	99	279	1154	1155	2
30	01415236-EXCEPTION-CODE(1)	999	280	1156	1157	2
30	01415236-DATE-PAID(1)	S9(5)	281	1158	1160	3
10	01415292-CLM-DETAIL	GROUP	282	1785	3784	2000
15	01415293-LINE-ITEM(1)					
	OCCURS 1 TO 50 TIMES DEPENDING ON 01415234-NUM-OF-LINE-ITEMS					
		GROUP	283	1785	1824	40
20	01415214-LINE-ITEM-CODE(1)	XX	284	1785	1786	2
20	01415214-LI-FIRST-DATE-OF-SVC(1)	S9(5)	285	1787	1789	3
20	01415214-PROC-CODE(1)	X(5)	286	1790	1794	5
20	01415214-REVENUE-CODE(1)	XXX	287	1795	1797	3
20	01415214-MCARE-COVERAGE-IND(1)	X	288	1798	1798	1
20	01415234-UNITS-OF-SERVICE(1)	S9(5)	289	1799	1801	3
20	01415234-LI-SUBMITTED-CHARGE(1)	S9(5)V99	290	1802	1805	4
20	01415234-ALLOWED-CHARGE(1)	S9(7)V99	291	1806	1810	5

20	01415214-ALLOWED-CHRG-SOURCE(1)				
		X	292	1811	1811
					1
20	01415214-NON-COVERED-CHARGE(1)				
		S9(7)V99	293	1812	1816
					5
20	01415294-OVERRIDE-EXCEP-DATA(1)				
		GROUP	294	1817	1820
					4
25	01415235-OVERRIDE-EXCEP-CODE(1)				
		999	295	1817	1818
					2
25	01415235-OVERRIDE-EXCEP-USER(1)				
		999	296	1819	1820
					2
20	01415294-EOB-CODE(1)				
		GROUP	297	1821	1824
					4
25	01415295-EOB-CODE(1,1) OCCURS 2 TIMES				
		GROUP	298	1821	1822
					2
30	01415236-EOB-CODE(1,1)				
		999	299	1821	1822
					2

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20	01415434-TOTAL-CLAIM-CHARGE					
		S9(7)V99	35	100	104	5
20	01415434-CLM-RECIP-PMT-AMT					
		S9(7)V99	36	105	109	5
20	01415434-THIRD-PARTY-PMT-AMT					
		S9(7)V99	37	110	114	5
20	01415434-AMT-PAID-BY-MCARE					
		S9(7)V99	38	115	119	5
20	01415434-NET-CLAIM-CHARGE					
		S9(7)V99	39	120	124	5
20	01415434-REIMBURSEMENT-AMOUNT					
		S9(7)V99	40	125	129	5
20	01415434-FED-FIN-PART					
		S9(7)V99	41	130	134	5
20	01415434-SPENDDOWN-AMOUNT					
		S9(7)V99	42	135	139	5
15	01415493-CLAIM-PROV-DATA	GROUP	43	140	173	34
20	01415494-PROV-NUMBER	GROUP	44	140	148	9
25	01415425-PROV-BASE-NUMBER					
		9(7)	45	140	146	7
25	01415425-PROV-LOCATION					
		99	46	147	148	2
20	01415414-PROV-CAT-OF-SVC-CODE					
		XX	47	149	150	2
20	01415414-PROV-SPEC-CODE					
		999	48	151	152	2
20	01415414-PROV-TYPE					
		XX	49	153	154	2
20	01415414-PROV-COUNTY-CODE					
		99	50	155	156	2
20	01415434-PROV-ZIP-CODE					
		9(9)	51	157	161	5
20	01415494-PAY-TO-PROV-DATA					
		GROUP	52	162	172	11
25	01415495-PAY-TO-PROV-NUM					
		GROUP	53	162	170	9
30	01415426-PAY-TO-PROV-BASE-NUM					
		9(7)	54	162	168	7
30	01415426-PAY-TO-PROV-LOC					
		99	55	169	170	2
25	01415415-PAY-TO-PROV-TYPE					
		XX	56	171	172	2
20	01415414-PROV-PAYMENT-METHOD					
		X	57	173	173	1
15	01415493-CLAIM-RECIP-DATA					
		GROUP	58	174	290	117
20	01415494-RECIP-IDENT-NUMBER					
		GROUP	59	174	184	11
25	01415425-RECIP-IDENT-NUMBER					
		9(11)	60	174	184	11
20	01415494-ORIGINAL-RECIP-ID					
		GROUP	61	185	195	11
25	01415425-ORIGINAL-RECIP-ID					
		9(11)	62	185	195	11
20	01415494-PROV-MC-DATA					
		GROUP	63	196	207	12
25	01415425-PROV-MC-PRG					
		XXX	64	196	198	3
25	01415425-SPEC-PGM-PROV					
		9(9)	65	199	207	9
25	01415495-SPEC-PGM-PROV REDEFINES 01415425-SPEC-PGM-PROV					
25	01415495-SPEC-PGM-PROV					
		GROUP	66	199	207	9
30	01415426-SPEC-PROV-BASE-NUM					
		9(7)	67	199	205	7
30	01415426-SPEC-PROV-LOCATION					
		99	68	206	207	2
20	01415494-PROV-MC-DATA-2					
		GROUP	69	208	219	12
25	01415425-PROV-MC-PRG-2					
		XXX	70	208	210	3
25	01415425-SPEC-PGM-PROV-2					

		9(9)	71	211	219	9
25	01415495-SPEC-PGM-PROV-2	REDEFINES	01415425-SPEC-PGM-PROV-2			
25	01415495-SPEC-PGM-PROV-2					
		GROUP	72	211	219	9
30	01415426-SPEC-PROV-BASE-NUM-2					
		9(7)	73	211	217	7
30	01415426-SPEC-PROV-LOCATION-2					
		99	74	218	219	2
20	01415494-PROV-MC-DATA-3					
		GROUP	75	220	231	12
25	01415425-PROV-MC-PRG-3					
		XXX	76	220	222	3
25	01415425-SPEC-PGM-PROV-3					
		9(9)	77	223	231	9
25	01415495-SPEC-PGM-PROV-3	REDEFINES	01415425-SPEC-PGM-PROV-3			
25	01415495-SPEC-PGM-PROV-3					
		GROUP	78	223	231	9
30	01415426-SPEC-PROV-BASE-NUM-3					
		9(7)	79	223	229	7
30	01415426-SPEC-PROV-LOCATION-3					
		99	80	230	231	2
20	01415414-RECIP-COUNTY	XX	81	232	233	2
20	01415414-RECIP-ZIP-CODE					
		X(5)	82	234	238	5
20	01415494-RECIP-NAME	GROUP	83	239	276	38
25	01415415-RECIP-LAST-NAME					
		X(20)	84	239	258	20
25	01415415-RECIP-FIRST-NAME					
		X(15)	85	259	273	15
25	01415415-RECIP-MIDDLE-INIT					
		X	86	274	274	1
25	01415415-NAME-CODE	XX	87	275	276	2
20	01415434-RECIP-DATE-OF-BIRTH					
		S9(7)	88	277	280	4
20	01415434-RECIP-AGE	S999	89	281	282	2
20	01415414-RECIP-SEX-CODE					
		X	90	283	283	1
20	01415414-RECIP-RACE-CODE					
		X	91	284	284	1
20	01415414-RECIP-MCARE-IND					
		X	92	285	285	1
20	01415414-RECIP-NH-INDIC					
		X	93	286	286	1
20	01415414-RECIP-COVERAGE-GRP					
		XXX	94	287	289	3
20	01415414-RECIP-COVERAGE-TP					
		X	95	290	290	1
15	01415493-CLAIM-CREDIT-DATA					
		GROUP	96	291	327	37
20	01415414-ADJUSTMENT-REASON					
		XX	97	291	292	2
20	01415414-CLAIM-CREDIT-IND					
		X	98	293	293	1
20	01415434-ICN-OF-CREDIT	GROUP	99	294	310	17
25	01415434-CLM-INPUT-MEDIUM-IND2					
		9	100	294	294	1
25	01415434-BATCH-DATE2	9(5)	101	295	299	5
25	01415434-MACH-REEL-FILL2					
		99	102	300	301	2
25	01415434-BATCH-NUMBER2					
		999	103	302	304	3
25	01415434-DOCUMENT-NUMBER2					
		9(4)	104	305	308	4
25	01415434-LINE-NUMBER2					
		99	105	309	310	2
20	01415434-ICN-TO-CREDIT	GROUP	106	311	327	17
25	01415434-CLM-INPUT-MEDIUM-IND3					

		9	107	311	311	1
25	01415434-BATCH-DATE3	9(5)	108	312	316	5
25	01415434-MACH-REEL-FILL3					
		99	109	317	318	2
25	01415434-BATCH-NUMBER3					
		999	110	319	321	3
25	01415434-DOCUMENT-NUMBER3					
		9(4)	111	322	325	4
25	01415434-LINE-NUMBER3					
		99	112	326	327	2
15	01415494-MARS-CODES	GROUP	113	328	341	14
20	01415415-MARS-AID-CAT	GROUP	114	328	330	3
25	01415425-MARS-MAINT-ASST-STAT					
		X	115	328	328	1
25	01415425-MARS-ELIG-BASIS					
		XX	116	329	330	2
20	01415425-MARS-CLM-IND	S9	117	331	331	1
20	01415415-SPLIT-CLAIM-IND					
		X	118	332	332	1
20	01415415-FFP-FUND-CD	X	119	333	333	1
20	01415415-FED-CAT-SVC	XX	120	334	335	2
20	01415415-MARS-CAT-OF-SVC					
		XX	121	336	337	2
20	01415415-FED-MAINT-ASST-CD					
		X	122	338	338	1
20	01415415-FED-AID-CAT	X	123	339	339	1
20	01415465-PD-UNIT-SVC	S999	124	340	341	2
15	01415493-CLM-HEADER-MISC-DATA					
		GROUP	125	342	409	68
20	01415494-CLM-HEADER-MISC-DATA					
		GROUP	126	342	409	68
25	01415495-CLM-HEADER-MISC-DATA					
		GROUP	127	342	403	62
30	01415436-REMITTANCE-ADVICE-NO					
		9(6)	128	342	345	4
30	01415436-CHECK-VOUCH-NUM					
		9(7)	129	346	349	4
30	01415436-USER-IDENTIFICATION					
		999	130	350	351	2
30	01415436-PRE-AUTH-NUM					
		X(8)	131	352	359	8
30	01415436-NUMBER-OF-CYCLES					
		S999	132	360	361	2
30	01415416-TRAUMA-REL-IND					
		X	133	362	362	1
30	01415416-ATTACHMENT-IND					
		X	134	363	363	1
30	01415496-APPROPRIATION-CODE					
		GROUP	135	364	372	9
35	01415417-PROG-PROJ-CODE					
		X(4)	136	364	367	4
35	01415417-DHMH-FUND-CD					
		X	137	368	368	1
35	01415437-EXPEND-FISC-YEAR					
		99	138	369	370	2
35	01415417-PROV-ENROL-STAT-CD					
		XX	139	371	372	2
30	01415416-OVERRIDE-LOC-CODE					
		XX	140	373	374	2
30	01415496-OVERRIDE-EXCEP-DATA					
		GROUP	141	375	378	4
35	01415437-OVERRIDE-EXCEP-CODE					
		999	142	375	376	2
35	01415437-OVERRIDE-EXCEP-USER					
		999	143	377	378	2
30	01415496-EOB-CODE	GROUP	144	379	382	4
35	01415437-EOB-CODE(1) OCCURS 2 TIMES					

		999	145	379	380	2
30	01415496-CURR-LOCATION-DATA	GROUP	146	383	387	5
	35 01415417-CLAIM-LOCATION-CODE	XX	147	383	384	2
	35 01415437-DATE-ENTERED-LOC	S9(5)	148	385	387	3
30	01415496-PREV-LOCATION-DATA	GROUP	149	388	392	5
	35 01415497-PREV-LOCATION-DATA	GROUP	150	388	392	5
	40 01415418-CLAIM-LOCATION-CODE-2	XX	151	388	389	2
	40 01415438-DATE-ENTERED-LOC-2	S9(5)	152	390	392	3
30	01415496-PRESCRIPTION-NUMBER	GROUP	153	393	403	11
	35 01415417-PRESCRIPTION-NUMBER	X(7)	154	393	399	7
	35 01415417-REFILL-NUMBER	X	155	400	400	1
	35 FILLER	XXX	156	401	403	3
25	01415492-MISC-PROVIDERS	GROUP	157	404	409	6
	30 01415414-MISC-PROV-IND	X	158	404	404	1
	30 01415434-MISC-PROV-NUMBER	9(9)	159	405	409	5
15	01415493-SPECIAL-INDICATOR	GROUP	160	410	413	4
	20 01415414-SPECIAL-INDICATOR(1)	OCCURS 4 TIMES				
		X	161	410	410	1
10	01415492-CLM-HEADER-VARIABLE	GROUP	162	414	470	57
	15 01415493-DRUG-CODE	GROUP	163	414	424	11
	20 01415414-DRUG-CD-DIGITS-1-5	X(5)	164	414	418	5
	20 01415414-DRUG-CD-DIGITS-6-9	X(4)	165	419	422	4
	20 01415414-DRUG-CD-DIGITS-10-11	XX	166	423	424	2
15	01415413-DRUG-GENERIC-CODE	X(5)	167	425	429	5
15	01415413-DRUG-THERA-CLASS	X(6)	168	430	435	6
15	01415413-FAMILY-PLAN-IND	X	169	436	436	1
15	01415413-DIAG-CODE-ICD-9	X(5)	170	437	441	5
15	01415493-PRESC-PHYS-PROV-NUM	GROUP	171	442	450	9
	20 01415424-PRESC-PHYS-BASE-NUM	9(7)	172	442	448	7
	20 01415424-PRESC-PHYS-LOC	99	173	449	450	2
15	01415413-REFILL-INDICATOR	X	174	451	451	1
15	01415433-DAYS-SUPPLIED	S999	175	452	453	2
15	01415433-DRUG-QUANTITY	S9(5)	176	454	456	3
15	01415433-DRUG-DISPENSING-FEE	S999V99	177	457	459	3
15	01415433-DISP-AS-WRITTEN	9	178	460	460	1
15	01415433-DRUG-COMPOUND	9	179	461	461	1
15	01415433-ALLOWED-CHARGE	S9(7)V99	180	462	466	5
15	01415413-ALLOWED-CHRG-SOURCE	X	181	467	467	1
15	01415413-DATE-PRESCRIBED	S9(5)	182	468	470	3
10	01415492-CURRENT-EXCEPTION	GROUP	183	471	645	175
15	01415493-CURRENT-EXCEPTION					

	GROUP	184	471	645	175
20	O1415494-CURRENT-EXCEPTION(1)				
	OCCURS 1 TO 25 TIMES DEPENDING ON O1415434-NUM-OF-CURR-EXCEP				
	GROUP	185	471	477	7
25	O1415435-EXCEPTION-CODE(1)				
	999	186	471	472	2
25	O1415415-LINE-ITEM-CODE(1)				
	XX	187	473	474	2
25	O1415415-EXCEPTION-STATUS(1)				
	X	188	475	475	1
25	O1415435-USER-IDENTIFICATION(1)				
	999	189	476	477	2
10	O1415492-COMMITTED-EXCEPTION				
	GROUP	190	646	745	100
15	O1415493-COMMITTED-EXCEPTION				
	GROUP	191	646	745	100
20	O1415494-COMMITTED-EXCEPTION(1)				
	OCCURS 1 TO 25 TIMES DEPENDING ON O1415434-NUM-OF-COMM-EXCEP				
	GROUP	192	646	649	4
25	O1415435-EXCEPTION-CODE(1)				
	999	193	646	647	2
25	O1415415-LINE-ITEM-CODE(1)				
	XX	194	648	649	2
10	O1415492-RECIP-TPL-DTL-DATA				
	GROUP	195	746	853	108
15	O1415493-RECIP-TPL-DTL-DATA(1)				
	OCCURS 1 TO 3 TIMES DEPENDING ON O1415434-NUM-OF-TPL-SEGMENTS				
	GROUP	196	746	781	36
20	O1415414-CARRIER-CODE(1)				
	X(6)	197	746	751	6
20	O1415414-POLICY-NUMBER(1)				
	X(15)	198	752	766	15
20	O1415414-TPL-GROUP-NUMBER(1)				
	X(15)	199	767	781	15
10	O1415492-RELATED-HISTORY				
	GROUP	200	854	1503	650
15	O1415493-RELATED-HISTORY				
	GROUP	201	854	1503	650
20	O1415494-RELATED-HISTORY				
	GROUP	202	854	1503	650
25	O1415495-RELATED-HISTORY(1)				
	OCCURS 1 TO 25 TIMES DEPENDING ON O1415434-NUM-OF-RELATED-HIST				
	GROUP	203	854	879	26
30	O1415496-LINE-ITEM-CODE(1)				
	GROUP	204	854	857	4
35	O1415446-LINE-ITEM-CODE(1)				
	XX	205	854	855	2
35	O1415446-LINE-ITEM-CODE-2(1)				
	XX	206	856	857	2
30	O1415436-INVOICE-CONTROL-NUM(1)				
	GROUP	207	858	874	17
35	O1415436-CLM-INPUT-MEDIUM-IND4(1)				
	9	208	858	858	1
35	O1415436-BATCH-DATE4(1)				
	9(5)	209	859	863	5
35	O1415436-MACH-REEL-FILL4(1)				
	99	210	864	865	2
35	O1415436-BATCH-NUMBER4(1)				
	999	211	866	868	3
35	O1415436-DOCUMENT-NUMBER4(1)				
	9(4)	212	869	872	4
35	O1415436-LINE-NUMBER4(1)				
	99	213	873	874	2
30	O1415436-EXCEPTION-CODE(1)				
	999	214	875	876	2
30	O1415436-DATE-PAID(1)				
	S9(5)	215	877	879	3

*** END OF LAYOUT REPORT ***

ATTACHMENT P (continued)

PAID CLAIMS FILE
(MEDICAL-CLAIM)

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RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : HMIP.PDS.COPYLIB
MEMBER : O2407100

-----	FIELD	LEVEL/NAME	-----	PICTURE--	FLD	START	END	LENGTH
	01415500-MEDICAL-CLAIM				1	2901	2901	
10	01415592-CLM-HEADER-COMMON	GROUP			1	1	413	413
15	01415513-RECORD-CODE	XX			2	1	2	2
15	01415513-SORT-KEY	X(30)			3	3	32	30
15	01415593-OCCURRENCE-COUNTERS	GROUP			4	33	42	10
20	01415534-NUM-OF-LINE-ITEMS	S999			5	33	34	2
20	01415534-NUM-OF-CURR-EXCEP	S999			6	35	36	2
20	01415534-NUM-OF-COMM-EXCEP	S999			7	37	38	2
20	01415534-NUM-OF-TPL-SEGMENTS	S999			8	39	40	2
20	01415534-NUM-OF-RELATED-HIST	S999			9	41	42	2
15	01415593-INVOICE-CONTROL-NUM	GROUP			10	43	59	17
20	01415524-CLM-INPUT-MEDIUM-IND	9			11	43	43	1
20	01415524-BATCH-DATE	9(5)			12	44	48	5
20	01415524-MACH-REEL-FILL	99			13	49	50	2
20	01415524-BATCH-NUMBER	999			14	51	53	3
20	01415524-DOCUMENT-NUMBER	9(4)			15	54	57	4
20	01415524-LINE-NUMBER	99			16	58	59	2
15	01415513-ACCOUNTING-CODE	X			17	60	60	1
15	01415513-CLAIM-STATUS	X			18	61	61	1
15	01415513-CLM-TYP	X			19	62	62	1
15	01415513-TEST-PROD-IND	X			20	63	63	1
15	01415593-CLAIM-DATES	GROUP			21	64	99	36
20	01415534-FIRST-DATE-OF-SVC	S9(5)			22	64	66	3
20	01415534-LAST-DATE-OF-SVC	S9(5)			23	67	69	3
20	01415534-DATE-BILLED	S9(5)			24	70	72	3
20	01415534-ENTRY-DATE	S9(5)			25	73	75	3
20	01415534-SUSPENSE-DATE	S9(5)			26	76	78	3
20	01415534-LAST-CYCLE-DATE	S9(5)			27	79	81	3
20	01415534-DATE-OF-ADJUDICATION	S9(5)			28	82	84	3
20	01415534-REMIT-PROCESS-DATE	S9(5)			29	85	87	3
20	01415534-DATE-PAID	S9(5)			30	88	90	3
20	01415534-CHECK-DATE	S9(5)			31	91	93	3
20	01415534-ORIG-PAYMENT-DATE	S9(5)			32	94	96	3
20	01415534-DATE-TO-HIST	S9(5)			33	97	99	3
15	01415593-CLAIM-PAYMENT-DATA	GROUP			34	100	139	40

20	01415534-TOTAL-CLAIM-CHARGE					
		S9(7)V99	35	100	104	5
20	01415534-CLM-RECIP-PMT-AMT					
		S9(7)V99	36	105	109	5
20	01415534-THIRD-PARTY-PMT-AMT					
		S9(7)V99	37	110	114	5
20	01415534-AMT-PAID-BY-MCARE					
		S9(7)V99	38	115	119	5
20	01415534-NET-CLAIM-CHARGE					
		S9(7)V99	39	120	124	5
20	01415534-REIMBURSEMENT-AMOUNT					
		S9(7)V99	40	125	129	5
20	01415534-FED-FIN-PART					
		S9(7)V99	41	130	134	5
20	01415534-SPENDDOWN-AMOUNT					
		S9(7)V99	42	135	139	5
15	01415593-CLAIM-PROV-DATA	GROUP	43	140	173	34
20	01415594-PROV-NUMBER	GROUP	44	140	148	9
25	01415525-PROV-BASE-NUMBER					
		9(7)	45	140	146	7
25	01415525-PROV-LOCATION					
		99	46	147	148	2
20	01415514-PROV-CAT-OF-SVC-CODE					
		XX	47	149	150	2
20	01415514-PROV-SPEC-CODE					
		S999	48	151	152	2
20	01415514-PROV-TYPE					
		XX	49	153	154	2
20	01415514-PROV-COUNTY-CODE					
		99	50	155	156	2
20	01415534-PROV-ZIP-CODE					
		9(9)	51	157	161	5
20	01415594-PAY-TO-PROV-DATA					
		GROUP	52	162	172	11
25	01415595-PAY-TO-PROV-NUM					
		GROUP	53	162	170	9
30	01415526-PAY-TO-PROV-BASE-NUM					
		9(7)	54	162	168	7
30	01415526-PAY-TO-PROV-LOC					
		99	55	169	170	2
25	01415515-PAY-TO-PROV-TYPE					
		XX	56	171	172	2
20	01415514-PROV-PAYMENT-METHOD					
		X	57	173	173	1
15	01415593-CLAIM-RECIP-DATA					
		GROUP	58	174	290	117
20	01415594-RECIP-IDENT-NUMBER					
		GROUP	59	174	184	11
25	01415525-RECIP-IDENT-NUMBER					
		9(11)	60	174	184	11
20	01415594-ORIGINAL-RECIP-ID					
		GROUP	61	185	195	11
25	01415525-ORIGINAL-RECIP-ID					
		9(11)	62	185	195	11
20	01415594-PROV-MC-DATA					
		GROUP	63	196	207	12
25	01415525-PROV-MC-PRG					
		XXX	64	196	198	3
25	01415525-SPEC-PGM-PROV					
		9(9)	65	199	207	9
25	01415595-SPEC-PGM-PROV REDEFINES 01415525-SPEC-PGM-PROV					
25	01415595-SPEC-PGM-PROV					
		GROUP	66	199	207	9
30	01415526-SPEC-PROV-BASE-NUM					
		9(7)	67	199	205	7
30	01415526-SPEC-PROV-LOCATION					
		99	68	206	207	2
20	01415594-PROV-MC-DATA-2					
		GROUP	69	208	219	12
25	01415525-PROV-MC-PRG-2					
		XXX	70	208	210	3
25	01415525-SPEC-PGM-PROV-2					

		9(9)	71	211	219	9
25	01415595-SPEC-PGM-PROV-2	REDEFINES	01415525-SPEC-PGM-PROV-2			
25	01415595-SPEC-PGM-PROV-2					
		GROUP	72	211	219	9
30	01415526-SPEC-PROV-BASE-NUM-2					
		9(7)	73	211	217	7
30	01415526-SPEC-PROV-LOCATION-2					
		99	74	218	219	2
20	01415594-PROV-MC-DATA-3					
		GROUP	75	220	231	12
25	01415525-PROV-MC-PRG-3					
		XXX	76	220	222	3
25	01415525-SPEC-PGM-PROV-3					
		9(9)	77	223	231	9
25	01415595-SPEC-PGM-PROV-3	REDEFINES	01415525-SPEC-PGM-PROV-3			
25	01415595-SPEC-PGM-PROV-3					
		GROUP	78	223	231	9
30	01415526-SPEC-PROV-BASE-NUM-3					
		9(7)	79	223	229	7
30	01415526-SPEC-PROV-LOCATION-3					
		99	80	230	231	2
20	01415514-RECIP-COUNTY	XX	81	232	233	2
20	01415514-RECIP-ZIP-CODE					
		X(5)	82	234	238	5
20	01415594-RECIP-NAME	GROUP	83	239	276	38
25	01415515-RECIP-LAST-NAME					
		X(20)	84	239	258	20
25	01415515-RECIP-FIRST-NAME					
		X(15)	85	259	273	15
25	01415515-RECIP-MIDDLE-INIT					
		X	86	274	274	1
25	01415515-NAME-CODE	XX	87	275	276	2
20	01415534-RECIP-DATE-OF-BIRTH					
		S9(7)	88	277	280	4
20	01415534-RECIP-AGE	S999	89	281	282	2
20	01415514-RECIP-SEX-CODE					
		X	90	283	283	1
20	01415514-RECIP-RACE-CODE					
		X	91	284	284	1
20	01415514-RECIP-MCARE-IND					
		X	92	285	285	1
20	01415514-RECIP-NH-INDIC					
		X	93	286	286	1
20	01415514-RECIP-COVERAGE-GRP					
		XXX	94	287	289	3
20	01415514-RECIP-COVERAGE-TP					
		X	95	290	290	1
15	01415593-CLAIM-CREDIT-DATA					
		GROUP	96	291	327	37
20	01415514-ADJUSTMENT-REASON					
		XX	97	291	292	2
20	01415514-CLAIM-CREDIT-IND					
		X	98	293	293	1
20	01415534-ICN-OF-CREDIT	GROUP	99	294	310	17
25	01415534-CLM-INPUT-MEDIUM-IND2					
		9	100	294	294	1
25	01415534-BATCH-DATE2	9(5)	101	295	299	5
25	01415534-MACH-REEL-FILL2					
		99	102	300	301	2
25	01415534-BATCH-NUMBER2					
		999	103	302	304	3
25	01415534-DOCUMENT-NUMBER2					
		9(4)	104	305	308	4
25	01415534-LINE-NUMBER2					
		99	105	309	310	2
20	01415534-ICN-TO-CREDIT	GROUP	106	311	327	17
25	01415534-CLM-INPUT-MEDIUM-IND3					

		9	107	311	311	1
25	01415534-BATCH-DATE3	9(5)	108	312	316	5
25	01415534-MACH-REEL-FILL3					
		99	109	317	318	2
25	01415534-BATCH-NUMBER3					
		999	110	319	321	3
25	01415534-DOCUMENT-NUMBER3					
		9(4)	111	322	325	4
25	01415534-LINE-NUMBER3					
		99	112	326	327	2
15	01415594-MARS-CODES	GROUP	113	328	341	14
20	01415515-MARS-AID-CAT	GROUP	114	328	330	3
25	01415525-MARS-MAINT-ASST-STAT					
		X	115	328	328	1
25	01415525-MARS-ELIG-BASIS					
		XX	116	329	330	2
20	01415525-MARS-CLM-IND	S9	117	331	331	1
20	01415515-SPLIT-CLAIM-IND					
		X	118	332	332	1
20	01415515-FFP-FUND-CD	X	119	333	333	1
20	01415515-FED-CAT-SVC	XX	120	334	335	2
20	01415515-MARS-CAT-OF-SVC					
		XX	121	336	337	2
20	01415515-FED-MAINT-ASST-CD					
		X	122	338	338	1
20	01415515-FED-AID-CAT	X	123	339	339	1
20	01415565-PD-UNIT-SVC	S999	124	340	341	2
15	01415593-CLM-HEADER-MISC-DATA					
		GROUP	125	342	409	68
20	01415594-CLM-HEADER-MISC-DATA					
		GROUP	126	342	409	68
25	01415595-CLM-HEADER-MISC-DATA					
		GROUP	127	342	403	62
30	01415536-REMITTANCE-ADVICE-NO					
		9(6)	128	342	345	4
30	01415536-CHECK-VOUCH-NUM					
		9(7)	129	346	349	4
30	01415536-USER-IDENTIFICATION					
		999	130	350	351	2
30	01415536-PRE-AUTH-NUM					
		X(8)	131	352	359	8
30	01415536-NUMBER-OF-CYCLES					
		S999	132	360	361	2
30	01415516-TRAUMA-REL-IND					
		X	133	362	362	1
30	01415516-ATTACHMENT-IND					
		X	134	363	363	1
30	01415596-APPROPRIATION-CODE					
		GROUP	135	364	372	9
35	01415517-PROG-PROJ-CODE					
		X(4)	136	364	367	4
35	01415517-DHMH-FUND-CD					
		X	137	368	368	1
35	01415537-EXPEND-FISC-YEAR					
		99	138	369	370	2
35	01415517-PROV-ENROL-STAT-CD					
		XX	139	371	372	2
30	01415516-OVERRIDE-LOC-CODE					
		XX	140	373	374	2
30	01415596-OVERRIDE-EXCEP-DATA					
		GROUP	141	375	378	4
35	01415537-OVERRIDE-EXCEP-CODE					
		999	142	375	376	2
35	01415537-OVERRIDE-EXCEP-USER					
		999	143	377	378	2
30	01415596-EOB-CODE	GROUP	144	379	382	4
35	01415537-EOB-CODE(1) OCCURS 2 TIMES					

		999	145	379	380	2
30	01415596-CURR-LOCATION-DATA					
		GROUP	146	383	387	5
35	01415517-CLAIM-LOCATION-CODE					
		XX	147	383	384	2
35	01415537-DATE-ENTERED-LOC					
		S9(5)	148	385	387	3
30	01415596-PREV-LOCATION-DATA					
		GROUP	149	388	392	5
35	01415597-PREV-LOCATION-DATA					
		GROUP	150	388	392	5
40	01415518-CLAIM-LOCATION-CODE-2					
		XX	151	388	389	2
40	01415538-DATE-ENTERED-LOC-2					
		S9(5)	152	390	392	3
30	01415536-PAT-ACCT-NO					
		X(11)	153	393	403	11
25	01415592-MISC-PROVIDERS					
		GROUP	154	404	409	6
30	01415514-MISC-PROV-IND					
		X	155	404	404	1
30	01415534-MISC-PROV-NUMBER					
		9(9)	156	405	409	5
15	01415593-SPECIAL-INDICATOR					
		GROUP	157	410	413	4
20	01415514-SPECIAL-INDICATOR(1)	OCCURS 4 TIMES				
		X	158	410	410	1
10	01415592-CLM-HEADER-VARIABLE					
		GROUP	159	414	533	120
15	01415513-CONSENT-IND					
		X	160	414	414	1
15	01415513-OTHER-INSURANCE-IND					
		X	161	415	415	1
15	01415534-TPL-OVERRIDE					
		X	162	416	416	1
15	01415593-DIAGNOSIS-DATA					
		GROUP	163	417	439	23
20	01415514-DIAG-STERL-IND					
		X	164	417	417	1
20	01415514-DIAG-ABORT-IND					
		X	165	418	418	1
20	01415514-DIAG-FAM-PLAN-IND					
		X	166	419	419	1
20	01415594-DIAG-CODE-ICD-9					
		GROUP	167	420	439	20
25	01415595-DIAG-CODE-ICD-9					
		GROUP	168	420	439	20
30	01415516-DIAG-CODE-ICD-9(1)	OCCURS 4 TIMES				
		X(5)	169	420	424	5
15	01415514-CLM-PRIOR-AUTH-IND					
		X	170	440	440	1
15	01415593-REND-PROV-NUM					
		GROUP	171	441	449	9
20	01415524-REND-PROV-BASE-NUM					
		9(7)	172	441	447	7
20	01415524-REND-PROV-LOC					
		99	173	448	449	2
15	01415593-REFERRING-PROV-NUM					
		GROUP	174	450	458	9
20	01415524-REFER-PROV-BASE-NUM					
		9(7)	175	450	456	7
20	01415524-REFER-PROV-LOC					
		99	176	457	458	2
15	01415513-KEYED-CLM-TYPE					
		XX	177	459	460	2
15	01415513-EMPLOYMENT-REL-IND					
		X	178	461	461	1
15	01415513-H1500-ACCIDENT-IND					
		X	179	462	462	1
15	01415514-PROV-HMO-RT-ID					
		X	180	463	463	1
15	01415593-HCFA-FAC-NUM					
		GROUP	181	464	472	9
20	01415514-HCFA-FAC-BASE-NUM					
		9(7)	182	464	470	7

20	01415514-HCFA-FAC-LOCATION		99	183	471	472	2
15	01415593-MCARE-PART-B-DATA	GROUP		184	473	505	33
20	01415534-MCARE-PROV-NUMBER	X(17)		185	473	489	17
20	01415534-MCARE-APPROVED-AMT	S9(5)V99		186	490	493	4
20	01415534-MCARE-DEDUCTIBLE-AMT	S9(5)V99		187	494	497	4
20	01415534-MCARE-COINS-AMT	S9(5)V99		188	498	501	4
20	01415534-DATE-PAID-BY-MCARE	S9(5)		189	502	504	3
20	01415534-PROV-MED-SRC-IND	X		190	505	505	1
15	01415592-TAD-DCN	GROUP		191	506	533	28
20	01415593-TAD-DCN-1	GROUP		192	506	517	12
25	01415594-DCN-INPUT-MED-IND	9		193	506	506	1
25	01415594-DCN-JULIAN-DT	9(5)		194	507	511	5
25	01415594-DCN-BATCH-NUM	999		195	512	514	3
25	01415594-DCN-DOC-NUMBER	999		196	515	517	3
20	01415593-TAD-DAYS-1	999		197	518	519	2
20	01415593-TAD-DCN-2	GROUP		198	520	531	12
25	01415594-DCN-INPUT-MED-IND-2	9		199	520	520	1
25	01415594-DCN-JULIAN-DT-2	9(5)		200	521	525	5
25	01415594-DCN-BATCH-NUM-2	999		201	526	528	3
25	01415594-DCN-DOC-NUMBER-2	999		202	529	531	3
20	01415593-TAD-DAYS-2	999		203	532	533	2
10	01415592-CURRENT-EXCEPTION	GROUP		204	534	708	175
15	01415593-CURRENT-EXCEPTION	GROUP		205	534	708	175
20	01415594-CURRENT-EXCEPTION(1)						
	OCCURS 1 TO 25 TIMES DEPENDING ON 01415534-NUM-OF-CURR-EXCEP						
		GROUP		206	534	540	7
25	01415535-EXCEPTION-CODE(1)	999		207	534	535	2
25	01415515-LINE-ITEM-CODE(1)	XX		208	536	537	2
25	01415515-EXCEPTION-STATUS(1)	X		209	538	538	1
25	01415535-USER-IDENTIFICATION(1)	999		210	539	540	2
10	01415592-COMMITTED-EXCEPTION	GROUP		211	709	808	100
15	01415593-COMMITTED-EXCEPTION	GROUP		212	709	808	100
20	01415594-COMMITTED-EXCEPTION(1)						
	OCCURS 1 TO 25 TIMES DEPENDING ON 01415534-NUM-OF-COMM-EXCEP						
		GROUP		213	709	712	4
25	01415535-EXCEPTION-CODE(1)	999		214	709	710	2
25	01415515-LINE-ITEM-CODE(1)	XX		215	711	712	2
10	01415592-RECIP-TPL-DTL-DATA	GROUP		216	809	916	108
15	01415593-RECIP-TPL-DTL-DATA(1)						
	OCCURS 1 TO 3 TIMES DEPENDING ON 01415534-NUM-OF-TPL-SEGMENTS						
		GROUP		217	809	844	36

20	01415514-CARRIER-CODE(1)					
		X(6)	218	809	814	6
20	01415514-POLICY-NUMBER(1)					
		X(15)	219	815	829	15
20	01415514-TPL-GROUP-NUMBER(1)					
		X(15)	220	830	844	15
10	01415592-RELATED-HISTORY	GROUP	221	917	1566	650
15	01415593-RELATED-HISTORY	GROUP	222	917	1566	650
20	01415594-RELATED-HISTORY					
		GROUP	223	917	1566	650
25	01415595-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON 01415534-NUM-OF-RELATED-HIST					
		GROUP	224	917	942	26
30	01415596-LINE-ITEM-CODE(1)					
		GROUP	225	917	920	4
35	01415546-LINE-ITEM-CODE(1)					
		XX	226	917	918	2
35	01415546-LINE-ITEM-CODE-2(1)					
		XX	227	919	920	2
30	01415536-INVOICE-CONTROL-NUM(1)					
		GROUP	228	921	937	17
35	01415536-CLM-INPUT-MEDIUM-IND4(1)					
		9	229	921	921	1
35	01415536-BATCH-DATE4(1)					
		9(5)	230	922	926	5
35	01415536-MACH-REEL-FILL4(1)					
		99	231	927	928	2
35	01415536-BATCH-NUMBER4(1)					
		999	232	929	931	3
35	01415536-DOCUMENT-NUMBER4(1)					
		9(4)	233	932	935	4
35	01415536-LINE-NUMBER4(1)					
		99	234	936	937	2
30	01415536-EXCEPTION-CODE(1)					
		999	235	938	939	2
30	01415536-DATE-PAID(1)					
		S9(5)	236	940	942	3
10	01415592-CLM-DETAIL	GROUP	237	1567	2901	1335
15	01415593-LINE-ITEM(1)					
	OCCURS 1 TO 15 TIMES DEPENDING ON 01415534-NUM-OF-LINE-ITEMS					
		GROUP	238	1567	1655	89
20	01415514-LINE-ITEM-CODE(1)					
		XX	239	1567	1568	2
20	01415534-LI-FIRST-DATE-OF-SVC(1)					
		S9(5)	240	1569	1571	3
20	01415534-LI-LAST-DATE-OF-SVC(1)					
		S9(5)	241	1572	1574	3
20	01415534-FOLLOW-UP-DATE-LIMIT(1)					
		S9(5)	242	1575	1577	3
20	01415534-SUBMITTED-UNITS(1)					
		S9(5)	243	1578	1580	3
20	01415534-UNITS-OF-SERVICE(1)					
		S9(5)	244	1581	1583	3
20	01415534-ALLOWED-CHARGE(1)					
		S9(7)V99	245	1584	1588	5
20	01415514-ALLOWED-CHRG-SOURCE(1)					
		X	246	1589	1589	1
20	01415534-PROCEDURE-CHARGE(1)					
		S9(5)V99	247	1590	1593	4
20	01415534-LI-THIRD-PARTY-AMT(1)					
		S9(5)V99	248	1594	1597	4
20	01415594-MCARE-PRTB-LINE-DATA(1)					
		GROUP	249	1598	1601	4
25	01415534-MCARE-ALLOWED-AMT(1)					
		S9(5)V99	250	1598	1601	4
20	01415594-DIAGNOSTIC-IND(1)					
		GROUP	251	1602	1605	4

25	01415595-DIAGNOSTIC-IND(1,1)	OCCURS 4 TIMES				
		X	252	1602	1602	1
20	01415514-ASC-FACILITY-CODE(1)					
		X	253	1606	1606	1
20	01415514-PLACE-OF-SERVICE(1)					
		XX	254	1607	1608	2
20	01415514-TYPE-OF-PROFESSIONAL(1)					
		XX	255	1609	1610	2
20	01415594-PROCEDURE-DATA(1)					
		GROUP	256	1611	1631	21
25	01415515-PROC-CODE(1)					
		X(5)	257	1611	1615	5
25	01415515-PROC-CODE-MODIFIER(1)					
		XX	258	1616	1617	2
25	01415515-PROC-CODE-MODIFIER-2(1)					
		XX	259	1618	1619	2
25	01415515-MCARE-COVERAGE-IND(1)					
		X	260	1620	1620	1
25	01415515-PROC-STERIL-IND(1)					
		X	261	1621	1621	1
25	01415515-PROC-ABORT-IND(1)					
		X	262	1622	1622	1
25	01415515-PROC-FAM-PLAN-IND(1)					
		X	263	1623	1623	1
25	01415515-PROC-HYSTER-IND(1)					
		X	264	1624	1624	1
25	01415515-LIFETIME-SERVICE-IND(1)					
		X	265	1625	1625	1
25	01415515-DUP-CHECK-IND(1)					
		X	266	1626	1626	1
25	01415515-PROC-MULT-SURG-IND(1)					
		X	267	1627	1627	1
25	01415515-NEW-PAT-EXEMPT-IND(1)					
		X	268	1628	1628	1
25	01415515-VISIT-SURG-IND(1)					
		X	269	1629	1629	1
25	01415513-EPSDT-IND(1)					
		X	270	1630	1630	1
25	01415513-EMERGENCY-IND(1)					
		X	271	1631	1631	1
20	01415594-TOOTH-DATA(1)	GROUP	272	1632	1647	16
25	01415525-TOOTH-NUMBER(1)					
		99	273	1632	1633	2
25	01415515-TOOTH-CHARACTER(1)					
		X	274	1634	1634	1
25	01415515-MOUTH-QUADRANT(1)					
		XX	275	1635	1636	2
25	01415515-DIAG-CODE-ICD-9(1)					
		X(5)	276	1637	1641	5
25	01415595-TOOTH-SURFACE(1)					
		GROUP	277	1642	1647	6
30	01415596-TOOTH-SURFACE(1,1)	OCCURS 6 TIMES				
		GROUP	278	1642	1642	1
35	01415517-TOOTH-SURFACE(1,1)					
		X	279	1642	1642	1
20	01415594-OVERRIDE-EXCEP-DATA(1)					
		GROUP	280	1648	1651	4
25	01415535-OVERRIDE-EXCEP-CODE(1)					
		999	281	1648	1649	2
25	01415535-OVERRIDE-EXCEP-USER(1)					
		999	282	1650	1651	2
20	01415594-EOB-CODE(1)	GROUP	283	1652	1655	4
25	01415595-EOB-CODE(1,1)	OCCURS 2 TIMES				
		GROUP	284	1652	1653	2
30	01415536-EOB-CODE(1,1)					
		999	285	1652	1653	2

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15	01416193-CLAIM-PAYMENT-DATA					
		GROUP	34	100	139	40
20	01416134-TOTAL-CLAIM-CHARGE					
		S9(7)V99	35	100	104	5
20	01416134-CLM-RECIP-PMT-AMT					
		S9(7)V99	36	105	109	5
20	01416134-THIRD-PARTY-PMT-AMT					
		S9(7)V99	37	110	114	5
20	01416134-AMT-PAID-BY-MCARE					
		S9(7)V99	38	115	119	5
20	01416134-NET-CLAIM-CHARGE					
		S9(7)V99	39	120	124	5
20	01416134-REIMBURSEMENT-AMOUNT					
		S9(7)V99	40	125	129	5
20	01416134-FED-FIN-PART					
		S9(7)V99	41	130	134	5
20	01416134-SPENDDOWN-AMOUNT					
		S9(7)V99	42	135	139	5
15	01416193-CLAIM-PROV-DATA	GROUP	43	140	173	34
20	01416194-PROV-NUMBER	GROUP	44	140	148	9
25	01416125-PROV-BASE-NUMBER					
		9(7)	45	140	146	7
25	01416125-PROV-LOCATION					
		99	46	147	148	2
20	01416114-PROV-CAT-OF-SVC-CODE					
		XX	47	149	150	2
20	01416114-PROV-SPEC-CODE					
		S999	48	151	152	2
20	01416114-PROV-TYPE					
		XX	49	153	154	2
20	01416114-PROV-COUNTY-CODE					
		99	50	155	156	2
20	01416134-PROV-ZIP-CODE					
		9(9)	51	157	161	5
20	01416194-PAY-TO-PROV-DATA					
		GROUP	52	162	172	11
25	01416195-PAY-TO-PROV-NUM					
		GROUP	53	162	170	9
30	01416126-PAY-TO-PROV-BASE-NUM					
		9(7)	54	162	168	7
30	01416126-PAY-TO-PROV-LOC					
		99	55	169	170	2
25	01416115-PAY-TO-PROV-TYPE					
		XX	56	171	172	2
20	01416114-PROV-PAYMENT-METHOD					
		X	57	173	173	1
15	01416193-CLAIM-RECIP-DATA					
		GROUP	58	174	290	117
20	01416194-RECIP-IDENT-NUMBER					
		GROUP	59	174	184	11
25	01416125-RECIP-IDENT-NUMBER					
		9(11)	60	174	184	11
20	01416194-ORIGINAL-RECIP-ID					
		GROUP	61	185	195	11
25	01416125-ORIGINAL-RECIP-ID					
		9(11)	62	185	195	11
20	01416194-PROV-MC-DATA					
		GROUP	63	196	207	12
25	01416125-PROV-MC-PRG					
		XXX	64	196	198	3
25	01416125-SPEC-PGM-PROV					
		9(9)	65	199	207	9
25	01416195-SPEC-PGM-PROV REDEFINES	01416125-SPEC-PGM-PROV				
25	01416195-SPEC-PGM-PROV					
		GROUP	66	199	207	9
30	01416126-SPEC-PROV-BASE-NUM					
		9(7)	67	199	205	7
30	01416126-SPEC-PROV-LOCATION					
		99	68	206	207	2
20	01416194-PROV-MC-DATA-2					
		GROUP	69	208	219	12
25	01416125-PROV-MC-PRG-2					

		XXX	70	208	210	3
25	01416125-SPEC-PGM-PROV-2					
		9(9)	71	211	219	9
25	01416195-SPEC-PGM-PROV-2	REDEFINES	01416125-SPEC-PGM-PROV-2			
25	01416195-SPEC-PGM-PROV-2					
		GROUP	72	211	219	9
30	01416126-SPEC-PROV-BASE-NUM-2					
		9(7)	73	211	217	7
30	01416126-SPEC-PROV-LOCATION-2					
		99	74	218	219	2
20	01416194-PROV-MC-DATA-3					
		GROUP	75	220	231	12
25	01416125-PROV-MC-PRG-3					
		XXX	76	220	222	3
25	01416125-SPEC-PGM-PROV-3					
		9(9)	77	223	231	9
25	01416195-SPEC-PGM-PROV-3	REDEFINES	01416125-SPEC-PGM-PROV-3			
25	01416195-SPEC-PGM-PROV-3					
		GROUP	78	223	231	9
30	01416126-SPEC-PROV-BASE-NUM-3					
		9(7)	79	223	229	7
30	01416126-SPEC-PROV-LOCATION-3					
		99	80	230	231	2
20	01416114-RECIP-COUNTY	XX	81	232	233	2
20	01416114-RECIP-ZIP-CODE					
		X(5)	82	234	238	5
20	01416194-RECIP-NAME	GROUP	83	239	276	38
25	01416115-RECIP-LAST-NAME					
		X(20)	84	239	258	20
25	01416115-RECIP-FIRST-NAME					
		X(15)	85	259	273	15
25	01416115-RECIP-MIDDLE-INIT					
		X	86	274	274	1
25	01416115-NAME-CODE	XX	87	275	276	2
20	01416134-RECIP-DATE-OF-BIRTH					
		S9(7)	88	277	280	4
20	01416134-RECIP-AGE	S999	89	281	282	2
20	01416114-RECIP-SEX-CODE					
		X	90	283	283	1
20	01416114-RECIP-RACE-CODE					
		X	91	284	284	1
20	01416114-RECIP-MCARE-IND					
		X	92	285	285	1
20	01416114-RECIP-NH-INDIC					
		X	93	286	286	1
20	01416114-RECIP-COVERAGE-GRP					
		XXX	94	287	289	3
20	01416114-RECIP-COVERAGE-TP					
		X	95	290	290	1
15	01416193-CLAIM-CREDIT-DATA					
		GROUP	96	291	327	37
20	01416114-ADJUSTMENT-REASON					
		XX	97	291	292	2
20	01416114-CLAIM-CREDIT-IND					
		X	98	293	293	1
20	01416134-ICN-OF-CREDIT	GROUP	99	294	310	17
25	01416134-CLM-INPUT-MEDIUM-IND2					
		9	100	294	294	1
25	01416134-BATCH-DATE2	9(5)	101	295	299	5
25	01416134-MACH-REEL-FILL2					
		99	102	300	301	2
25	01416134-BATCH-NUMBER2					
		999	103	302	304	3
25	01416134-DOCUMENT-NUMBER2					
		9(4)	104	305	308	4
25	01416134-LINE-NUMBER2					
		99	105	309	310	2

20	01416134-ICN-TO-CREDIT	GROUP	106	311	327	17
25	01416134-CLM-INPUT-MEDIUM-IND3					
		9	107	311	311	1
25	01416134-BATCH-DATE3	9(5)	108	312	316	5
25	01416134-MACH-REEL-FILL3					
		99	109	317	318	2
25	01416134-BATCH-NUMBER3					
		999	110	319	321	3
25	01416134-DOCUMENT-NUMBER3					
		9(4)	111	322	325	4
25	01416134-LINE-NUMBER3					
		99	112	326	327	2
15	01416194-MARS-CODES	GROUP	113	328	341	14
20	01416115-MARS-AID-CAT	GROUP	114	328	330	3
25	01416125-MARS-MAINT-ASST-STAT					
		X	115	328	328	1
25	01416125-MARS-ELIG-BASIS					
		XX	116	329	330	2
20	01416125-MARS-CLM-IND	S9	117	331	331	1
20	01416115-SPLIT-CLAIM-IND					
		X	118	332	332	1
20	01416115-FFP-FUND-CD	X	119	333	333	1
20	01416115-FED-CAT-SVC	XX	120	334	335	2
20	01416115-MARS-CAT-OF-SVC					
		XX	121	336	337	2
20	01416115-FED-MAINT-ASST-CD					
		X	122	338	338	1
20	01416115-FED-AID-CAT	X	123	339	339	1
20	01416165-PD-UNIT-SVC	S999	124	340	341	2
15	01416193-CLM-HEADER-MISC-DATA					
		GROUP	125	342	409	68
20	01416194-CLM-HEADER-MISC-DATA					
		GROUP	126	342	409	68
25	01416195-CLM-HEADER-MISC-DATA					
		GROUP	127	342	403	62
30	01416136-REMITTANCE-ADVICE-NO					
		9(6)	128	342	345	4
30	01416136-CHECK-VOUCH-NUM					
		9(7)	129	346	349	4
30	01416136-USER-IDENTIFICATION					
		999	130	350	351	2
30	01416136-PRE-AUTH-NUM					
		X(8)	131	352	359	8
30	01416136-NUMBER-OF-CYCLES					
		S999	132	360	361	2
30	01416116-TRAUMA-REL-IND					
		X	133	362	362	1
30	01416116-ATTACHMENT-IND					
		X	134	363	363	1
30	01416196-APPROPRIATION-CODE					
		GROUP	135	364	372	9
35	01416117-PROG-PROJ-CODE					
		X(4)	136	364	367	4
35	01416117-DHMH-FUND-CD					
		X	137	368	368	1
35	01416137-EXPEND-FISC-YEAR					
		99	138	369	370	2
35	01416117-PROV-ENROL-STAT-CD					
		XX	139	371	372	2
30	01416116-OVERRIDE-LOC-CODE					
		XX	140	373	374	2
30	01416196-OVERRIDE-EXCEP-DATA					
		GROUP	141	375	378	4
35	01416137-OVERRIDE-EXCEP-CODE					
		999	142	375	376	2
35	01416137-OVERRIDE-EXCEP-USER					
		999	143	377	378	2

30	01416196-EOB-CODE	GROUP	144	379	382	4
35	01416137-EOB-CODE(1)	OCCURS 2 TIMES				
		999	145	379	380	2
30	01416196-CURR-LOCATION-DATA	GROUP	146	383	387	5
35	01416117-CLAIM-LOCATION-CODE	XX	147	383	384	2
35	01416137-DATE-ENTERED-LOC	S9(5)	148	385	387	3
30	01416196-PREV-LOCATION-DATA	GROUP	149	388	392	5
35	01416197-PREV-LOCATION-DATA	GROUP	150	388	392	5
40	01416118-CLAIM-LOCATION-CODE-2	XX	151	388	389	2
40	01416138-DATE-ENTERED-LOC-2	S9(5)	152	390	392	3
30	01416116-PAT-ACCT-NO	X(11)	153	393	403	11
25	01416192-MISC-PROVIDERS	GROUP	154	404	409	6
30	01416114-MISC-PROV-IND	X	155	404	404	1
30	01416134-MISC-PROV-NUMBER	9(9)	156	405	409	5
15	01416193-SPECIAL-INDICATOR	GROUP	157	410	413	4
20	01416114-SPECIAL-INDICATOR(1)	OCCURS 4 TIMES				
		X	158	410	410	1
10	01416192-CURRENT-EXCEPTION	GROUP	159	414	588	175
15	01416193-CURRENT-EXCEPTION	GROUP	160	414	588	175
20	01416194-CURRENT-EXCEPTION(1)	OCCURS 1 TO 25 TIMES DEPENDING ON 01416134-NUM-OF-CURR-EXCEP				
		GROUP	161	414	420	7
25	01416135-EXCEPTION-CODE(1)	999	162	414	415	2
25	01416115-LINE-ITEM-CODE(1)	XX	163	416	417	2
25	01416115-EXCEPTION-STATUS(1)	X	164	418	418	1
25	01416135-USER-IDENTIFICATION(1)	999	165	419	420	2
10	01416192-COMMITTED-EXCEPTION	GROUP	166	589	688	100
15	01416193-COMMITTED-EXCEPTION	GROUP	167	589	688	100
20	01416194-COMMITTED-EXCEPTION(1)	OCCURS 1 TO 25 TIMES DEPENDING ON 01416134-NUM-OF-COMM-EXCEP				
		GROUP	168	589	592	4
25	01416135-EXCEPTION-CODE(1)	999	169	589	590	2
25	01416115-LINE-ITEM-CODE(1)	XX	170	591	592	2
10	01416192-RECIP-TPL-DTL-DATA	GROUP	171	689	796	108
15	01416193-RECIP-TPL-DTL-DATA(1)	OCCURS 1 TO 3 TIMES DEPENDING ON 01416134-NUM-OF-TPL-SEGMENTS				
		GROUP	172	689	724	36
20	01416114-CARRIER-CODE(1)	X(6)	173	689	694	6
20	01416114-POLICY-NUMBER(1)	X(15)	174	695	709	15
20	01416114-TPL-GROUP-NUMBER(1)	X(15)	175	710	724	15
10	01416192-RELATED-HISTORY	GROUP	176	797	1446	650

15	01416193-RELATED-HISTORY	GROUP	177	797	1446	650
20	01416194-RELATED-HISTORY					
		GROUP	178	797	1446	650
25	01416195-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON 01416134-NUM-OF-RELATED-HIST					
		GROUP	179	797	822	26
30	01416196-LINE-ITEM-CODE(1)					
		GROUP	180	797	800	4
35	01416146-LINE-ITEM-CODE(1)					
		XX	181	797	798	2
35	01416146-LINE-ITEM-CODE-2(1)					
		XX	182	799	800	2
30	01416136-INVOICE-CONTROL-NUM(1)					
		GROUP	183	801	817	17
35	01416136-CLM-INPUT-MEDIUM-IND4(1)					
		9	184	801	801	1
35	01416136-BATCH-DATE4(1)					
		9(5)	185	802	806	5
35	01416136-MACH-REEL-FILL4(1)					
		99	186	807	808	2
35	01416136-BATCH-NUMBER4(1)					
		999	187	809	811	3
35	01416136-DOCUMENT-NUMBER4(1)					
		9(4)	188	812	815	4
35	01416136-LINE-NUMBER4(1)					
		99	189	816	817	2
30	01416136-EXCEPTION-CODE(1)					
		999	190	818	819	2
30	01416136-DATE-PAID(1)					
		S9(5)	191	820	822	3

*** END OF LAYOUT REPORT ***

ATTACHMENT Q – CLAIMS ADJUSTMENT FILE

CLAIMS ADJUSTMENT FILE LAYOUT

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 RECORD LAYOUT REPORT

RECORD LAYOUT DATASET : HMIP.PDS.COPYLIB
 MEMBER : P2430000

-----	FIELD LEVEL/NAME	-----	PICTURE	FLD	START	END	LENGTH
P1430000	MASS-REQUEST-RECORD				1	227	227
5	P1430091-RECORD-KEY		GROUP	1	1	9	9
10	P1430012-RECORD-CODE		XX	2	1	2	2
10	P1430042-REQUEST-NUMBER		X(5)	3	3	7	5
10	FILLER		XX	4	8	9	2
5	P1430031-USER-IDENTIFICATION						
			999	5	10	11	2
5	P1430031-DATE-OF-LAST-TRANS		S9(5)	6	12	14	3
5	P1430011-REQUEST-TYPE		X	7	15	15	1
5	P1430091-BATCH-INFO		GROUP	8	16	23	8
10	P1430022-BATCH-DATE		9(5)	9	16	20	5
10	P1430022-BATCH-NUMBER		999	10	21	23	3
5	P1430091-REQUEST-SELECT-FIELD(1)	OCCURS 5 TIMES					
			GROUP	11	24	62	39
10	P1430022-REQUEST-DATA-ELEMENT(1)						
			9(5)	12	24	28	5
10	P1430092-REQUEST-LOWER-LIMIT(1)						
			GROUP	13	29	45	17
15	P1430013-REQUEST-LOWER-LIMIT(1)						
			X(17)	14	29	45	17
15	P1430093-INVOICE-CONTROL-NUM	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-INVOICE-CONTROL-NUM(1)						
			GROUP	15	29	45	17
20	P1430014-INVOICE-CONTROL-NUM(1)						
			X(17)	16	29	45	17
15	P1430093-RECIP-IDENT-NUMBER	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-RECIP-IDENT-NUMBER(1)						
			GROUP	17	29	45	17
20	P1430014-RECIP-IDENT-NUMBER(1)						
			X(11)	18	29	39	11
20	FILLER(1)						
			X(6)	19	40	45	6
15	P1430093-PROV-NUMBER	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-PROV-NUMBER(1)						
			GROUP	20	29	45	17
20	P1430014-PROV-NUMBER(1)						
			X(9)	21	29	37	9
20	FILLER(1)						
			X(8)	22	38	45	8
15	P1430093-CHECK-VOUCH-NUM	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-CHECK-VOUCH-NUM(1)						
			GROUP	23	29	45	17
20	P1430074-CHECK-VOUCH-NUM(1)						
			X(7)	24	29	35	7
20	FILLER(1)						
			X(10)	25	36	45	10
15	P1430093-DATE-PAID	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-DATE-PAID(1)						
			GROUP	26	29	45	17
20	P1430014-DATE-PAID(1)						
			X(6)	27	29	34	6
20	FILLER(1)						
			X(11)	28	35	45	11
15	P1430093-PROV-TYPE	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-PROV-TYPE(1)						
			GROUP	29	29	45	17
20	P1430014-PROV-TYPE(1)						
			XX	30	29	30	2
20	FILLER(1)						
			X(15)	31	31	45	15
15	P1430093-PROV-COUNTY-CODE	REDEFINES P1430013-REQUEST-LOWER-LIMIT					
15	P1430093-PROV-COUNTY-CODE(1)						
			GROUP	32	29	45	17

20	P1430014-PROV-COUNTY-CODE(1)					
		XX	33	29	30	2
20	FILLER(1)	X(15)	34	31	45	15
15	P1430093-PROV-SPEC-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-PROV-SPEC-CODE(1)					
		GROUP	35	29	45	17
20	P1430014-PROV-SPEC-CODE(1)					
		XX	36	29	30	2
20	FILLER(1)	X(15)	37	31	45	15
15	P1430093-PROV-CAT-OF-SVC-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-PROV-CAT-OF-SVC-CODE(1)					
		GROUP	38	29	45	17
20	P1430014-PROV-CAT-OF-SVC-CODE(1)					
		XX	39	29	30	2
20	FILLER(1)	X(15)	40	31	45	15
15	P1430093-ACCOUNTING-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-ACCOUNTING-CODE(1)					
		GROUP	41	29	45	17
20	P1430014-ACCOUNTING-CODE(1)					
		X	42	29	29	1
20	FILLER(1)	X(16)	43	30	45	16
15	P1430093-PATIENT-STATUS	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-PATIENT-STATUS(1)					
		GROUP	44	29	45	17
20	P1430014-PATIENT-STATUS(1)					
		XX	45	29	30	2
20	FILLER(1)	X(15)	46	31	45	15
15	P1430093-TYPE-OF-PROFESSIONAL	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-TYPE-OF-PROFESSIONAL(1)					
		GROUP	47	29	45	17
20	P1430014-TYPE-OF-PROFESSIONAL(1)					
		XX	48	29	30	2
20	FILLER(1)	X(15)	49	31	45	15
15	P1430093-ALLOWED-CHRG-SOURCE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-ALLOWED-CHRG-SOURCE(1)					
		GROUP	50	29	45	17
20	P1430014-ALLOWED-CHRG-SOURCE(1)					
		X	51	29	29	1
20	FILLER(1)	X(16)	52	30	45	16
15	P1430093-RECORD-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-RECORD-CODE(1)					
		GROUP	53	29	45	17
20	P1430014-RECORD-CODE(1)					
		XX	54	29	30	2
20	FILLER(1)	X(15)	55	31	45	15
15	P1430093-PRE-AUTH-NUM	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-PRE-AUTH-NUM(1)					
		GROUP	56	29	45	17
20	P1430014-PRE-AUTH-NUM(1)					
		X(8)	57	29	36	8
20	FILLER(1)	X(9)	58	37	45	9
15	P1430093-CLM-TYP	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-CLM-TYP(1)					
		GROUP	59	29	45	17
20	P1430014-CLM-TYP(1)					
		X	60	29	29	1
20	FILLER(1)	X(16)	61	30	45	16
15	P1430093-PROC-CODE-MODIFIER	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-PROC-CODE-MODIFIER(1)					
		GROUP	62	29	45	17
20	P1430014-PROC-CODE-MODIFIER(1)					
		XX	63	29	30	2
20	FILLER(1)	X(15)	64	31	45	15
15	P1430093-PROC-CODE-MODIFIER-2	REDEFINES	P1430013-REQUEST-LOWER-LIMIT			
15	P1430093-PROC-CODE-MODIFIER-2(1)					
		GROUP	65	29	45	17
20	P1430014-PROC-CODE-MODIFIER-2(1)					
		XX	66	29	30	2
20	FILLER(1)	X(15)	67	31	45	15

15	P1430093-ADJUSTMENT-REASON	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-ADJUSTMENT-REASON(1)						
		GROUP		68	29	45	17
20	P1430014-ADJUSTMENT-REASON(1)						
		XX		69	29	30	2
20	FILLER(1)	X(15)		70	31	45	15
15	P1430093-REMITTANCE-ADVICE-NO	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-REMITTANCE-ADVICE-NO(1)						
		GROUP		71	29	45	17
20	P1430014-REMITTANCE-ADVICE-NO(1)						
		X(6)		72	29	34	6
20	FILLER(1)	X(11)		73	35	45	11
15	P1430093-REVENUE-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-REVENUE-CODE(1)						
		GROUP		74	29	45	17
20	P1430014-REVENUE-CODE(1)						
		X(4)		75	29	32	4
20	FILLER(1)	X(13)		76	33	45	13
15	P1430093-PROC-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-PROC-CODE(1)						
		GROUP		77	29	45	17
20	P1430014-PROC-CODE(1)						
		X(5)		78	29	33	5
20	FILLER(1)	X(12)		79	34	45	12
15	P1430093-DIAG-CODE-ICD-9	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-DIAG-CODE-ICD-9(1)						
		GROUP		80	29	45	17
20	P1430014-DIAG-CODE-ICD-9(1)						
		X(6)		81	29	34	6
20	FILLER(1)	X(11)		82	35	45	11
15	P1430093-CLAIM-STATUS	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-CLAIM-STATUS(1)						
		GROUP		83	29	45	17
20	P1430014-CLAIM-STATUS(1)						
		X		84	29	29	1
20	FILLER(1)	X(16)		85	30	45	16
15	P1430093-CARRIER-CODE	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-CARRIER-CODE(1)						
		GROUP		86	29	45	17
20	P1430014-CARRIER-CODE(1)						
		X(6)		87	29	34	6
20	FILLER(1)	X(11)		88	35	45	11
15	P1430093-TPL-GROUP-NUMBER	REDEFINES	P1430013-REQUEST-LOWER-LIMIT				
15	P1430093-TPL-GROUP-NUMBER(1)						
		GROUP		89	29	45	17
20	P1430014-TPL-GROUP-NUMBER(1)						
		X(15)		90	29	43	15
20	FILLER(1)	XX		91	44	45	2
10	P1430092-REQUEST-UPPER-LIMIT(1)						
		GROUP		92	46	62	17
20	P1430014-REQUEST-UPPER-LIMIT(1)						
		X(17)		93	46	62	17
20	P1430094-INVOICE-CONTROL-NUM	REDEFINES	P1430014-REQUEST-UPPER-LIMIT				
20	P1430094-INVOICE-CONTROL-NUM(1)						
		GROUP		94	46	62	17
25	P1430015-INVOICE-CONTROL-NUM(1)						
		X(17)		95	46	62	17
20	P1430094-RECIP-IDENT-NUMBER	REDEFINES	P1430014-REQUEST-UPPER-LIMIT				
20	P1430094-RECIP-IDENT-NUMBER(1)						
		GROUP		96	46	62	17
25	P1430015-RECIP-IDENT-NUMBER(1)						
		X(11)		97	46	56	11
25	FILLER(1)	X(6)		98	57	62	6
20	P1430094-PROV-NUMBER	REDEFINES	P1430014-REQUEST-UPPER-LIMIT				
20	P1430094-PROV-NUMBER(1)						
		GROUP		99	46	62	17
25	P1430015-PROV-NUMBER(1)						
		X(9)		100	46	54	9

25 FILLER(1)	X(8)	101	55	62	8
20 P1430094-CHECK-VOUCH-NUM REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-CHECK-VOUCH-NUM(1)					
	GROUP	102	46	62	17
25 P1430075-CHECK-VOUCH-NUM(1)					
	X(7)	103	46	52	7
25 FILLER(1)	X(10)	104	53	62	10
20 P1430094-DATE-PAID REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-DATE-PAID(1)	GROUP	105	46	62	17
25 P1430015-DATE-PAID(1)					
	X(6)	106	46	51	6
25 FILLER(1)	X(11)	107	52	62	11
20 P1430094-PROV-TYPE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROV-TYPE(1)	GROUP	108	46	62	17
25 P1430015-PROV-TYPE(1)					
	XX	109	46	47	2
25 FILLER(1)	X(15)	110	48	62	15
20 P1430094-PROV-COUNTY-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROV-COUNTY-CODE(1)					
	GROUP	111	46	62	17
25 P1430015-PROV-COUNTY-CODE(1)					
	XX	112	46	47	2
25 FILLER(1)	X(15)	113	48	62	15
20 P1430094-PROV-SPEC-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROV-SPEC-CODE(1)					
	GROUP	114	46	62	17
25 P1430015-PROV-SPEC-CODE(1)					
	XX	115	46	47	2
25 FILLER(1)	X(15)	116	48	62	15
20 P1430094-PROV-CAT-OF-SVC-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROV-CAT-OF-SVC-CODE(1)					
	GROUP	117	46	62	17
25 P1430015-PROV-CAT-OF-SVC-CODE(1)					
	XX	118	46	47	2
25 FILLER(1)	X(15)	119	48	62	15
20 P1430094-ACCOUNTING-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-ACCOUNTING-CODE(1)					
	GROUP	120	46	62	17
25 P1430015-ACCOUNTING-CODE(1)					
	X	121	46	46	1
25 FILLER(1)	X(16)	122	47	62	16
20 P1430094-PATIENT-STATUS REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PATIENT-STATUS(1)					
	GROUP	123	46	62	17
25 P1430015-PATIENT-STATUS(1)					
	XX	124	46	47	2
25 FILLER(1)	X(15)	125	48	62	15
20 P1430094-TYPE-OF-PROFESSIONAL REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-TYPE-OF-PROFESSIONAL(1)					
	GROUP	126	46	62	17
25 P1430015-TYPE-OF-PROFESSIONAL(1)					
	XX	127	46	47	2
25 FILLER(1)	X(15)	128	48	62	15
20 P1430094-ALLOWED-CHRG-SOURCE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-ALLOWED-CHRG-SOURCE(1)					
	GROUP	129	46	62	17
25 P1430015-ALLOWED-CHRG-SOURCE(1)					
	X	130	46	46	1
25 FILLER(1)	X(16)	131	47	62	16
20 P1430094-RECORD-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-RECORD-CODE(1)					
	GROUP	132	46	62	17
25 P1430015-RECORD-CODE(1)					
	XX	133	46	47	2
25 FILLER(1)	X(15)	134	48	62	15
20 P1430094-PRE-AUTH-NUM REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PRE-AUTH-NUM(1)					

	GROUP	135	46	62	17
25 P1430015-PRE-AUTH-NUM(1)					
	X(8)	136	46	53	8
25 FILLER(1)	X(9)	137	54	62	9
20 P1430094-CLM-TYP REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-CLM-TYP(1)	GROUP	138	46	62	17
25 P1430015-CLM-TYP(1)	X	139	46	46	1
25 FILLER(1)	X(16)	140	47	62	16
20 P1430094-PROC-CODE-MODIFIER REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROC-CODE-MODIFIER(1)					
	GROUP	141	46	62	17
25 P1430015-PROC-CODE-MODIFIER(1)					
	XX	142	46	47	2
25 FILLER(1)	X(15)	143	48	62	15
20 P1430094-PROC-CODE-MODIFIER-2 REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROC-CODE-MODIFIER-2(1)					
	GROUP	144	46	62	17
25 P1430015-PROC-CODE-MODIFIER-2(1)					
	XX	145	46	47	2
25 FILLER(1)	X(15)	146	48	62	15
20 P1430094-ADJUSTMENT-REASON REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-ADJUSTMENT-REASON(1)					
	GROUP	147	46	62	17
25 P1430015-ADJUSTMENT-REASON(1)					
	XX	148	46	47	2
25 FILLER(1)	X(15)	149	48	62	15
20 P1430094-REMITTANCE-ADVICE-NO REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-REMITTANCE-ADVICE-NO(1)					
	GROUP	150	46	62	17
25 P1430015-REMITTANCE-ADVICE-NO(1)					
	X(6)	151	46	51	6
25 FILLER(1)	X(11)	152	52	62	11
20 P1430094-REVENUE-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-REVENUE-CODE(1)					
	GROUP	153	46	62	17
25 P1430015-REVENUE-CODE(1)					
	X(4)	154	46	49	4
25 FILLER(1)	X(13)	155	50	62	13
20 P1430094-PROC-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-PROC-CODE(1)	GROUP	156	46	62	17
25 P1430015-PROC-CODE(1)					
	X(5)	157	46	50	5
25 FILLER(1)	X(12)	158	51	62	12
20 P1430094-DIAG-CODE-ICD-9 REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-DIAG-CODE-ICD-9(1)					
	GROUP	159	46	62	17
25 P1430015-DIAG-CODE-ICD-9(1)					
	X(6)	160	46	51	6
25 FILLER(1)	X(11)	161	52	62	11
20 P1430094-CLAIM-STATUS REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-CLAIM-STATUS(1)					
	GROUP	162	46	62	17
25 P1430015-CLAIM-STATUS(1)					
	X	163	46	46	1
25 FILLER(1)	X(16)	164	47	62	16
20 P1430094-CARRIER-CODE REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-CARRIER-CODE(1)					
	GROUP	165	46	62	17
25 P1430015-CARRIER-CODE(1)					
	X(6)	166	46	51	6
25 FILLER(1)	X(11)	167	52	62	11
20 P1430094-TPL-GROUP-NUMBER REDEFINES P1430014-REQUEST-UPPER-LIMIT					
20 P1430094-TPL-GROUP-NUMBER(1)					
	GROUP	168	46	62	17
25 P1430015-TPL-GROUP-NUMBER(1)					
	X(15)	169	46	60	15
25 FILLER(1)	XX	170	61	62	2

5	P1430091-REQ-MASS-TRANS-DATA					
		GROUP	171	219	227	9
10	P1430012-ADJUSTMENT-REASON					
		XX	172	219	220	2
10	P1430012-EXTRACTION-REASON	REDEFINES	P1430012-ADJUSTMENT-REASON			
10	P1430012-EXTRACTION-REASON					
		XX	173	219	220	2
10	P1430012-REQ-AFFECT-CREDIT					
		X	174	221	221	1
10	P1430012-REQ-AFFECT-ADJUST					
		X	175	222	222	1
10	P1430012-TPL-COLLECT-AMOUNT					
		S9(7)V99	176	223	227	5

***** END OF LAYOUT REPORT *****

ATTACHMENT R – MARYLAND AND DISTRICT OF COLUMBIA HOSPITALS

PROVIDER TYPE *	PROVIDER NUMBER	PROVIDER NAME	PROVIDER ADDRESS LINE 1	PROVIDER ADDRESS LINE 2	PROVIDER CITY
1	4028244-00	ADVENTIST HEALTHCARE	SHADY GROVE ADVENTIST HOSP	9901 MEDICAL CTR DRIVE	ROCKVILLE
1	4028252-00	ADVENTIST HEALTHCARE	WASHINGTON ADVENTIST HOSP	7600 CARROLL AVENUE	TAKOMA PARK
3	4070755-00	ADVENTIST REHABILITATION HOSP OF MD	9909 MEDICAL CENTER DRIVE		ROCKVILLE
1	0002054-00	ANNE ARUNDEL GENERAL HOSP	FRANKLIN & CATHEDRAL ST		ANNAPOLIS
1	7561750-00	ATLANTIC GENERAL HOSPITAL CORP	9733 HEALTHWAY DR		BERLIN
1	0004456-00	BALTIMORE WASHINGTON MEDICAL CENTER	301 HOSPITAL DRIVE		GLEN BURNIE
1	0001759-00	BON SECOURS HOSPITAL	2000 W BALTIMORE STREET		BALTIMORE
6	0635031-00	BROOK LANE HEALTH SERVICES	18714 N VILLAGE SHOPPING CTR		HAGERSTOWN
1	0002151-00	CALVERT MEMORIAL HOSPITAL	100 HOSPITAL ROAD		PRINCE GEORGES
1	4140117-00	CAPITOL MEDICAL CENTER LLC	GREATER SOUTHEAST COMM HOSP	1310 SOUTHERN AVENUE S E	WASHINGTON
1	4049900-00	CARROLL HOSPITAL CENTER	200 MEMORIAL AVENUE		WESTMINSTER
1	0002658-00	CHESTER RIVER HOSPITAL	100 BROWN STREET		CHESTER
1	3820157-00	CHILDRENS HOSPITAL	3825 GREENSPRING AVE		BALTIMORE
6	9500251-00	CHILDRENS HOSPITAL OF D C	ATT CONTROLLER	111 MICHIGAN AVE NW	WASHINGTON
1	0003352-00	CIVISTA MEDICAL CENTER INC	701 E CHARLES STREET		LA PLATA
1	0688851-00	DOCTORS HOSPITAL INC	8118 GOOD LUCK ROAD		LANHAM
1	0002852-00	EDWARD W MCCREADY MEM HOS	201 HALL HIGHWAY		CRISFIELD
1	0967751-00	FORT WASHINGTON MED CNT	11711 LIVINGSTON RD		FT WASHINGTON
1	0000451-00	FRANKLIN SQUARE HOSPITAL	9000 FRANKLIN SQ DR		BALTIMORE
1	0002356-00	FREDERICK MEMORIAL HOSP	400 W SEVENTH STREET		FREDERICK
1	0002453-00	GARRETT COUNTY MEM HOSP	251 N 4TH ST		OAKLAND
1	6624014-00	GEORGE WASHINGTON UNIV HOSPITAL	901 23RD STREET NW	5 NORTH	WASHINGTON
1	9500456-00	GEORGETOWN UNIV HOSP	3800 RESERVIOR RD NW		WASHINGTON
3	0008150-00	GOOD SAMARITAN ACUTE/REHAB HOSPITAL	P O BOX 66119		BALTIMORE
1	0007153-00	GOOD SAMARITAN HOSP ACUTE	5601 LOCH RAVEN BLVD		BALTIMORE
1	0004553-00	GREATER BALTIMORE MED CTR	6701 N CHARLES STREET		BALTIMORE
3	6129501-00	GREATER SOUTHEAST COMMUNITY HOSP	INPATIENT-REHABILITATION	1310 SOUTHERN AVE SE	WASHINGTON
3	2257858-00	GRTR LAURL-BLTSVILLE REHAB	HOSPITAL BUSINESS OFFICE	7100 CONTEE ROAD	LAUREL
1	0001457-00	HARBOR HOSPITAL CENTER	3001 SOUTH HANOVER ST		BALTIMORE
1	0002551-00	HARFORD MEMORIAL HOSPITAL	501 SOUTH UNION AVE		HAVRE DE GRACE
1	0004359-00	HOLY CROSS HOSPITAL	1500 FOREST GLEN ROAD		SILVER SPRING
1	1044044-00	HOWARD COUNTY GENERAL HOSP INC	5755 CEDAR LANE		COLUMBIA
1	0052051-00	HOWARD UNIVERSITY HOSP	2041 GEORGIA AVE N W		WASHINGTON
1	0935751-00	JAMES L KERNAN HOSPITAL	2200 KERNAN DRIVE		BALTIMORE
3	2825155-00	JAMES L KERNAN HOSP-REHAB	2200 N FOREST PARK AVE		BALTO
1	3414752-00	JH BAYVIEW MEDICAL CENTER	TRIAD SUITE 2000	4940 EASTERN AVENUE	BALTIMORE
3	2411024-00	JOHNS HOPKINS COMPRE INPAT REHAB	600 NORTH WOLFE STREET		BALTIMORE
1	0000655-00	JOHNS HOPKINS HOSPITAL	600 N WOLFE STREET		BALTIMORE
6	9511857-00	KENNEDY KRIEGER INSTITUTE	707 NORTH BROADWAY		BALTIMORE
1	2876159-00	LAUREL REGIONAL HOSPITAL	7300 VAN DUSEN ROAD		LAUREL
3	4206657-00	MARYLAND GEN ACUTE/REHAB	MARYLAND GEN HOSP	827 LINDEN AVE	BALTIMORE
1	0000850-00	MARYLAND GENERAL HOSPITAL	MARYLAND GENERAL HOSPITAL	827 LINDEN AVE	BALTIMORE
1	7548257-02	MEM HOSP EASTON/COMM SVCS	510 IDLEWILD AVE		EASTON

PROVIDER TYPE *	PROVIDER NUMBER	PROVIDER NAME	PROVIDER ADDRESS LINE 1	PROVIDER ADDRESS LINE 2	PROVIDER CITY
1	7548257-03	MEM HOSP EASTON/COMM SVCS	920 MARKET STREET		EASTON
1	0003051-00	MEMORIAL HOSP AT EASTON	219 SOUTH WASHINGTON ST		EASTON
1	0000957-00	MERCY HOSPITAL	301 ST PAUL PL		BALTIMOR
3	2022052-00	MHMC CUMBERLAND/REHAB	MEMORIAL HOSP REHAB UNIT	600 MEMORIAL AVENUE	CUMBERL
1	0002950-00	MHMC OF CUMBERLAND INC	MEM HOSP MEDICAL CENTER	600 MEMORIAL AVE	CUMBERL
1	0003158-00	MONTGOMERY GENERAL HOSP	18101 PRINCE PHILIP DR		OLNEY
6	9511750-00	MT WASHINGTON PED HOSP IN	MT WASH PEDIATRIC HOSP	1708 W ROGERS AVE	BALTIMOR
3	4740351-00	NATIONAL REHAB HOSPITAL	ATTN LORRI MILBROOK GO46	102 IRVING STREET NW	WASHING
1	3432751-00	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD		RANDALL
1	4094280-00	PACIN HC	HADLEY MEMORIAL HOSPITAL	4601 MLK JR AVENUE SW	WASHING
1	0003255-00	PENINSULA REGIONAL MED CT	PENINSULA REGIONAL MED CT	100 E CARROLL ST	SALISBUR
6	2990024-00	POTOMAC RIDGE BEHAVIORAL HEALTH	14901 BROSCART ROAD		ROCKVILL
6	4144767-00	POTOMAC RIDGE BEHAVIORAL HEALTH	SYSTEM EASTERN SHORE	821 FIELDCREST RD	CAMBRID
1	0003450-00	PR GEORGES HOSP CTR ACUTE	3001 HOSPITAL DRIVE		CHEVERL
1	0051454-00	PROVIDENCE HOSPITAL	1150 VARNUM ST NE		WASHING
6	2082900-00	PSYCHIATRIC INSTITUTE OF WASHINGTON	4228 WISCONSIN AVE		WASHING
3	4122127-00	REGUARD CENTER FOR ACUTE REHAB	219 S WASHINGTON ST		EASTON
6	7814003-00	RIVERSIDE HOSPITAL	4460 MACARTHUR BOULEVARD NW		WASHING
1	0003557-00	SACRED HEART HOSPITAL	900 SETON DR		CUMBERL
6	1658000-01	SHEPPARD ENOCH PRATT HOSPITAL	ADOLESCENT NEUROPSYCHIATRY	6501 N CHARLES STREET	BALTIMOR
6	1658000-00	SHEPPARD PRATT HEALTH SYSTEM	6501 N CHARLES STREET		BALTIMOR
6	1658000-02	SHEPPARD PRATT HEALTH SYSTEM	SHEPPARD PRATT@ELLICOTT CITY	4100 COLLEGE AVE	ELLICOTT
1	0051551-00	SIBLEY MEMORIAL HOSPITAL	ATTN: ANN LOCKMULLER	5255 LOUGHBORO RD N W	WASHING
3	4740556-00	SINAI ACUTE/REHAB HOSP	BELVEDERE & GRNSPRING AV		BALTIMOR
1	0001350-00	SINAI HOSPITAL OF BALTO	BELVEDERE & GREENSPRING		BALTIMOR
1	4558057-00	SOUTHERN MARYLAND HOSP	COMTROLLER	7503 SURRATTS RD	CLINTON
1	5555558-00	SPECIALTY HOSPITAL OF WASHINGTON	CAPITOL HILL	700 CONSTITUTION AVENUE	WASHING
1	0001155-00	ST AGNES HOSPITAL	900 CATON AVE		BALTIMOR
1	0001252-00	ST JOSEPHS HOSPITAL	7620 YORK ROAD		TOWSON
1	0003654-00	ST MARYS HOSPITAL	25500 POINT LOOKOUT RD	P O BOX 527	LEONARD
1	0003751-00	SUBURBAN HOSPITAL	CASHIER'S DEPT	8600 OLD GEORGETOWN RD	BETHESD
1	4146450-00	THE SPECIALTY HOSP OF WASH-HADLEY	4601 M L KING JR AVE S W		WASHING
1	0003859-00	UNION HOSP OF CECIL CO	106 BOW STREET		ELKTON
3	0809659-00	UNION MEM ACUTE/REHAB	201 EAST UNIVERSITY PWAY		BALTIMOR
1	0001554-00	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY		BALTIMOR
1	3409252-00	UNIV OF MD MEDICAL SYSTEM	29 S GREENE ST 5TH FLOOR		BALTIMOR
1	0004758-00	UPPER CHESAPEAKE MEDICAL CENTER	500 UPPER CHESAPEAKE DRIVE		BEL AIR
1	0003956-00	WASHINGTON COUNTY HOSP	251 EAST ANTIETAM ST		HAGERST
3	1138456-00	WASHINGTON CTY HOSP REHAB	WASHINGTON CTY HOSP REHAB	251 E ANTIETAM STREET	HAGERST
1	0050458-00	WASHINGTON HOSPITAL CTR	110 IRVING ST NW		WASHING

* Provider types:

- 1 – Hospital, Acute
- 3 – Hospital, Rehabilitation Acute
- 6 – Hospital, Special Other Acute

ATTACHMENT S – MARYLAND AND DISTRICT OF COLUMBIA LONG TERM CARE FACILITIES

PROVIDER NUMBER	PROVIDER NAME	PROVIDER ADDRESS LINE 1	PROVIDER ADDRESS LINE 2	P
1984071-00	ALICE BYRD TAWES NURSING HOME	201 HALL HIGHWAY		CRISFIE
3000877-00	ALICE MANOR	EL SHADDAI HEALTH CARE	2095 ROCKROSE AVENUE	BALTIMO
0116076-00	ALLEGANY COUNTY NURSING HOME	NURSING FACILITY ADM	730 FURNANCE STREET	CUMBER
1522876-00	ALTHEA WOODLAND NURSING HOME	1000 DALEVIEW DRIVE		SILVER S
4111133-00	ANCHORAGE NURSING LLC	ANCHORAGE NURS & REHABCTR	105 TIMES SQUARE	SALISBU
4098609-00	APEX HEALTH OF SILVER SPRING	2700 BARKER STREET		SILVER S
2675102-00	ASBURY SOLOMONS INC	11750 ASBURY CIRCLE		SOLOMO
0320871-00	AUGSBURG LUTHERAN HOME	NURSING FACILITY ADM	6811 CAMPFIELD RD	BALTIMO
9411011-00	BEDFORD COURT	3701 INTERNATIONAL DRIVE		SILVER S
4061586-00	BEL AIR HEALTH & REHAB CENTER	410 EAST MACPHAIL ROAD		BEL AIR
4144287-00	BEL PRE LEASING CO LLC	BEL PRE HEALTH & REHAB CTR	2601 BEL PRE ROAD	SILVER S
4061543-00	BETHESDA HEALTH & REHAB CNTR	5721 GROSVENOR LANE		BETHES
4111141-00	BLUE POINT NURSING LLC	BLUE POINT NURSING CENTER	2525 W BELVEDERE AVENUE	BALTIMO
1020013-00	BRADFORD OAKS NURSING AND REHAB CNT	7520 SURRATTS ROAD		CLINTON
4034066-00	BRIGHTON GARDENS OF TUCKERMAN LANE	5550 TUCKERMAN LANE		ROCKVIL
0309770-00	BRIGHTWOOD CENTER-GENESIS ELDERCARE	515 BRIGHTFIELD ROAD		LUTHERY
4074041-00	BRINTON WOODS NURSING & REHAB CTR	1442 BUCKHORN ROAD		SYKESVI
4115635-00	BRINTON WOODS OF FRANKFORD LLC	5009 FRANKFORD AVENUE		BALTIMO
1551671-00	BROOKE GROVE REHAB & NURSING	18131 SLADE SCHOOL ROAD		SANDY S
4113543-00	BUCKINGHAMS CHOICE INC	3200 BAKER CIRCLE		ADAMST
0432971-00	CALVERT COUNTY NURSING CENTER	NURSING FACILITY ADM	85 HOSPITAL ROAD	PRINCE
0737674-00	CALVERT MANOR HEALTHCARE CENTER	NURSING FACILITY ADM	1881 TELEGRAPH RD	RISING S
1245015-00	CALVERT MEMORIAL TRANS CARE UNIT	100 HOSPITAL ROAD		PRINCE
0586072-00	CAROLINE NURSING HOME INC	NURSING FACILITY ADM	520 KERR AVENUE	DENTON
0634174-00	CARROLL LUTHERAN VILLAGE HEALTHCARE	NURSING FACILITY ADM	200 ST LUKE CIRCLE	WESTMID
4081331-00	CATON MANOR LLC	3330 WILKENS AVENUE		BALTIMO
0321273-00	CATONSVILLE COMMONS	16 FUSTING AVENUE		BALTIMO
0870072-00	CHARLES COUNTY NURSING & REHAB CTR	10200 LAPLATA ROAD		LA PLATA
0343978-00	CHARLESTOWN COMMUNITY INC	CHARLESTOWN CARE CENTER	701 MAIDEN CHOICE LANE	CATONS
7142021-00	CHARLOTTE HALL VETERANS HOME	29449 CHARLOTTE HALL ROAD		CHARLO
3673006-00	CHERRY LANE NURSING CENTER	9001 CHERRY LANE		LAUREL
1613022-00	CHESAPEAKE WOODS CENTER	525 GLENBURN AVE		CAMBRID
1447475-00	CHESTER RIVER MANOR	NURSING FACILITY ADM	200 MORGNEC RD	CHESTE
1460170-00	CHESTERTOWN NURSING & REHAB CENTER	415 MORGNEC RD		CHESTE
1245074-00	CITIZENS NURSING HOME	415 S MARKEY STREET		HAVRE D
1039571-00	CITIZENS NURSING HOME FREDERICK	RANDAL N FOWLER	1900 ROSEMONT AVENUE	FREDER
4111150-00	CLINTON NURSING LLC	CLINTON NURSING & REHAB CTR	9211 STUART LANE	CLINTON
2172470-00	COFFMAN NURSING HOME INC	NURSING FACILITY ADM	1304 PENNSYLVANIA AVE	HAGERS
4081340-00	COLLEGE VIEW LLC	700 TOLL HOUSE AVENUE		FREDER
1553275-00	COLLINGSWOOD NURSING & REHAB CENTER	NURSING FACILITY INC	299 HURLEY AVENUE	ROCKVIL
1600273-00	COLLINGTON EPISCOPAL LIFE CARE	10450 LOTTSFORD ROAD		MITCHEL
0610071-00	COPPER RIDGE NURSING HOME INC	710 OBRECHT ROAD		SYKESVI

1753274-00	CORSICA HILLS CENTER	RT 213+ARMSTRONG RD PO BX 50		CENTRE
3003671-00	CRAWFORD RETREAT INC	2117 DENISON STREET		BALTIMO
0881015-00	CRESCENT CITIES CENTER	4409 EAST WEST HIGHWAY		RIVERDA
0217972-00	CROFTON CONVALES CENTER	NURSING FACILITY ADM	2131 DAVIDSONVILLE RD	CROFTO
0353370-00	CROMWELL CENTER	8710 EMGE ROAD		BALTIMO
1143379-00	DENNETT ROAD MANOR INC	1113 MARY DRIVE		OAKLAN
0189472-00	DEVLIN MANOR NURSING HOME	CHRISTIE AND OAK GROVE R	10301 CHRISTIE ROAD NE	CUMBER
0286001-00	EGLE NURSING HOME	57 JACKSON STREET	P O BOX 250	LONACO
2172879-00	FAHRNEY KEEDY MEMORIAL HOME	8507 MAPLEVILLE RD		BOONSB
1510274-00	FAIRLAND NURSING & REHAB CENTER	2101 FAIRLAND RD		SILVER S
4144244-00	FAYETTE LEASING CO LLC	FAYETTE HLTH & REHAB CTR	1217 W FAYETTE STREET	BALTIMO
0324078-00	FOREST HAVEN NURSING HOME	701 EDMONDSON AVENUE		CATONS
2563045-00	FOX CHASE REHAB & NURSING CNTR	2015 EAST WEST HIGHWAY		SILVER S
0301779-00	FRANKLIN WOODS CENTER	9200 FRANKLIN SQUARE DR		BALTIMO
5159008-00	FREDERICK MEM HOSP TCU	400 WEST SEVENTH STREET		FREDER
1226274-00	FREDERICK VILLA NURSING CNTR	711 ACADEMY ROAD		BALTIMO
1555171-00	FRIENDS NURSING HOME INC	NURSING FACILITY ADM	17340 QUAKER LANE	SANDY S
4112334-00	FROSTBURG VILLAGE	ONE KAYLOR CIRCLE		FROSTB
0321672-00	FUTURE CARE CHERRYWOOD	12020 REISTERSTOWN RD		REISTER
0217671-00	FUTURE CARE CHESAPEAKE	305 COLLEGE PARKWAY		ARNOLD
8428255-00	FUTURE CARE HOMEWOOD	2700 NORTH CHARLES ST		BALTIMO
4004507-00	FUTURE CARE IRVINGTON LLC	22 S ATHOL STREET		BALTIMO
3036006-00	FUTURE CARE OLD COURT INC	5412 OLD COURT ROAD		RANDAL
1600770-00	FUTURE CARE PINEVIEW	9106 PINEVIEW LANE		CLINTON
1970003-00	FUTURECARE CANTON	1300 S ELLWOOD AVENUE		BALTIMO
4006852-00	FUTURECARE CHARLES VILLAGE LLC	2327 NORTH CHARLES STREET		BALTIMO
4136772-00	FUTURECARE NORTH POINT	1046 OLD NORTH POINT RD		BALTIMO
3006972-00	FUTURECARE SANDTOWN	1000 NORTH GILMOR STREET		BALTIMO
1550608-00	GARRETT COUNTY MEMORIAL HOSPITAL	SUBACUTE UNIT	251 NORTH FOURTH STREET	OAKLAN
4309103-00	GLADE VALLEY NURSING & REHAB CNTR	56 WEST FREDERICK STREET		WALKER
1396471-00	GLADYS SPELLMAN SPECIALTY HOSPITAL	DIMENSIONS HEALTH CORP	2900 MERCY LANE	CHEVER
1057006-00	GLEN MEADOWS RETIREMENT COMMUNITY	11630 GLEN ARM ROAD		GLEN AR
0117072-00	GOLDEN LIVING CENTER-CUMBERLAND	512 WINIFRED ROAD		CUMBER
4098048-00	GOLDEN LIVING CENTER-FREDERICK	30 NORTH PLACE		FREDER
0681075-00	GOLDEN LIVING CENTER-WESTMINSTER	1234 WASHINGTON BLVD		WESTMI
2173077-00	GOLDEN LIVING CTR-HAGERSTOWN	750 DUAL HIGHWAY		HAGERS
3369609-00	GOOD SAMARITAN HOSPITAL TCU	5601 LOCH RAVEN BLVD		BALTIMO
3024377-00	GOOD SAMARITAN NURSING CENTER	1601 E BELVEDERE AVENUE		BALTIMO
1143671-00	GOODWILL MENNONITE HOME	NURSING FACILITY ADM	891 DORSEY HOTEL RD	GRANTS
7452101-00	GREATER BALTIMORE MEDICAL CENTER	SUBACUTE UNIT	6701 NORTH CHARLES STREET	BALTIMO
4081358-00	HAMILTON CENTER LLC	6040 HARFORD ROAD		BALTIMO
0262277-00	HAMMONDS LANE CENTER	613 HAMMONDS LANE		BROOKL
5433037-00	HARBORSIDE HLTHCARE HARFORD GARDENS	4700 HARFORD ROAD		BALTIMO
2378078-00	HARTLEY HALL NURSING HOME INC	1006 MARKET ST		POCOMO
3006875-00	HAVEN NURSING HOME	NURSING FACILITY ADM	3939 PENHURST AVE	BALTIMO
4135130-00	HEARTLAND OF ADELPHI MD LLC	1801 METZEROTT ROAD		ADELPHI
4135164-00	HEARTLAND OF HYATTSVILLE MD LLC	6500 RIGGS ROAD		HYATTSV
1555570-00	HEBREW HOME OF GREATER WASHINGTON	NURSING FACILITY ADM	6121 MONTROSE RD	ROCKVIL
0375373-00	HERITAGE CENTER	7232 GERMAN HILL RD		DUNDAL
4061551-00	HERITAGE HARBOUR HLTH & REHAB CTR	2700 SOUTH HAVEN ROAD		ANNAPO
1549375-00	HERMAN M WILSON HEALTH CARE	NURSING FACILITY ADM	301 RUSSELL AVE	GAITHER

1665570-00 HILLHAVEN NURSING CENTER	3210 POWDER MILL RD		ADELPHI
4140681-00 HOLLY HILL NURSING LLC	HOLLY HILL NURS & REHAB CTR	531 STEVENSON LANE	TOWSON
0417009-00 HOLY CROSS REHAB & NURSING CNTR	3415 GREENCASTLE ROAD		BURTON
8521255-00 HOMEWOOD AT CRUMLAND FARMS	7407 WILLOW ROAD		FREDERICK
2174472-00 HOMEWOOD AT WILLIAMSPORT MD INC	NURSING FACILITY ADM	16505 VIRGINIA AVENUE	WILLIAMSPORT
5123771-00 HOMEWOOD CENTER	6000 BELLONA AVENUE		BALTIMORE
4144279-00 HOWARD LEASING CO LLC	MARLEY NECK HLTH & REHAB CTR	7575 E HOWARD ROAD	GLEN BURN
4095545-00 IVY HALL GERIATRIC CENTER	ASLC OPCO MD I	1300 WINDLASS DRIVE	BALTIMORE
0326771-00 JEWISH CONVALESCENT NURSING HOME	NURSING FACILITY ADM	7920 SCOTTS LEVEL	BALTIMORE
3714977-00 JOHNS HOPKINS BAYVIEW CARE CENTER	5505 HOPKINS BAYVIEW CIR		BALTIMORE
1360001-00 JULIA MANOR HEALTH CARE CENTER	333 MILL STREET		HAGERSVILLE
4111176-00 KENSINGTON NURSING LLC	KENSINGTON NURS & REHAB CTR	3000 MCCOMAS LANE	KENSINGTON
1396170-00 KESWICK MULTICARE CENTER	ATTN BUSINESS OFFICE	700 W 40TH STREET	BALTIMORE
0235172-00 KNOLLWOOD MANOR	899 CECIL AVE PO BOX 408		MILLERSVILLE
0865770-00 LA PLATA CENTER	1 MAGNOLIA DRIVE		LA PLATA
1689371-00 LARKIN CHASE NURSING & RESTORATIVE	15005 HEALTH CENTER DR		BOWIE
1507273-00 LAYHILL CENTER	515 FAIRMOUNT AVE		TOWSON
1396277-00 LEVINDALE HEBREW NURSING HOME	2434 BELVEDERE AVE		BALTIMORE
4144325-00 LIBERTY LEASING CO LLC	LIBERTY HTS HLTH & REHAB CTR	4017 LIBERTY HEIGHTS AVENUE	BALTIMORE
0327077-00 LITTLE SISTERS OF POOR	NURSING FACILITY ADM	601 MAIDEN CHOICE LN	BALTIMORE
4144295-00 LIVINGSTON LEASING CO LLC	FORT WASH HLTH & REHAB CTR	12021 LIVINGSTON ROAD	FT WASHINGTON
0373079-00 LOCH RAVEN CENTER	8720 EMGE ROAD		BALTIMORE
4075994-00 LOCHEARN NURSING HOME LLC	4800 SETON DRIVE		BALTIMORE
3024776-00 LONG GREEN CENTER	115 E MELROSE AVENUE		BALTIMORE
0635677-00 LONG VIEW NURSING HOME	NURSING FACILITY ADM	3332 MAIN ST P O BOX 390	MANCHESTER
4079027-00 LORIE HARFORD INC	LORIE NURS&REHAB CTR-BELAIR	1909 EMMORTON ROAD	BEL AIR
4116593-00 LORIE LIFE CENTER BALTO CO INC	LORIE MAYS CHAPEL	12230 ROUNDWOOD RD	TIMONIU
2153700-00 LORIE MT AIRY	705 MIDWAY AVENUE		MT AIRY
1340077-00 LORIE NURSING & CONVALESCENT HOME	NURSING FACILITY ADM	6334 CEDAR LANE	COLUMBIA
1200071-00 LORIE RIVERSIDE NURSING & REHAB	1123 BELCAMP RD		BELCAMP
4052595-00 LORIE TANEYTOWN INC	LORIE NURSING & REHAB CTR	100 ANTRIM BLVD	TANEYTOWN
4129890-00 LP CAMBRIDGE LLC DBA SIGNATURE HLTH	CARE CTR AT MALLARD BAY	520 GLENBURN AVE	CAMBRIDGE
4129873-00 LP ELKTON LLC	LAURELWOOD CARE CTR-ELKTON	100 LAUREL DR	ELKTON
4129881-00 LP LEXINGTON PARK LLC	D/B/A CHESAPEAKE SHORES	21412 GREAT MILLS DR	LEXINGTON
4129237-00 M M SYKESVILLE LLC	7309 SECOND AVENUE		SYKESVILLE
8189897-00 MAGNOLIA CENTER	8200 GOOD LUCK RD		LANHAM
1488066-00 MANOKIN MANOR NURSING HOME	11974 EDGEHILL TERRACE		PRINCETON
4135172-00 MANOR CARE OF BETHESDA MD LLC	6530 DEMOCRACY BOULEVARD		BETHESDA
4135113-00 MANOR CARE OF CHEVY CHASE MD LLC	8700 JONES MILL ROAD		CHEVY CHASE
4135229-00 MANOR CARE OF POTOMAC MD LLC	10714 POTOMAC TENNIS LANE		POTOMAC
4135237-00 MANOR CARE OF SILVER SPRING MD LLC	2501 MUSGROVE ROAD		SILVER SPRING
4135083-00 MANOR CARE OF TOWSON LLC	509 EAST JOPPA ROAD		TOWSON
4135067-00 MANOR CARE OF WHEATON MD LLC	11901 GEORGIA AVENUE		WHEATON
4135105-00 MANOR CARE-DULANEY MD LLC	111 WEST ROAD		TOWSON
4135091-00 MANOR CARE-LARGO MD LLC	600 LARGO ROAD		LARGO
4135211-00 MANOR CARE-ROLAND PARK MD LLC	4669 FALLS ROAD		BALTIMORE
4135199-00 MANOR CARE-ROSSVILLE MD LLC	6600 RIDGE ROAD		BALTIMORE
4135181-00 MANOR CARE-RUXTON MD LLC	7001 N CHARLES ST		TOWSON
4135075-00 MANOR CARE-WOODBRIDGE VALLEY MD LLC	1525 NORTH ROLLING ROAD		CATONSVILLE
2885000-00 MARIA HEALTH CARE CENTER INC	6401 N CHARLES ST		BALTIMORE
4144317-00 MARLBORO LEASING CO LLC	FORESTVILLE HLTH & REHAB CTR	7420 MARLBORO PIKE	FORESTVILLE

3011879-00 MARYLAND BAPTIST AGED HOME	2801 RAYNER AVENUE		BALTIMO
5667101-00 MERCY TRANSITIONAL CARE SRVCS INC	301 ST PAUL PL		BALTIMO
4013310-00 MID ATLANTIC LONG TERM CARE LLC	BERLIN NURSING & REHAB CTR	9715 HEALTHWAY DR BOX 799	BERLIN
4079493-00 MID-ATLANTIC NURSING HOME OF	WESTERN MD DBA OAKLAND	706 EAST ALDER STREET	OAKLAN
4149696-00 MID-ATLANTIC OF CHAPEL HILL LLC	4511 ROBOSSON RD		RANDAL
4113705-00 MID-ATLANTIC OF FAIRFIELD LLC	1454 FAIRFIELD LOOP RD		CROWNS
0327573-00 MILFORD MANOR NURSING HOME	NURSING FACILITY ADM	4204 MILFORD MILL RD	PIKESVI
4026420-00 MONTGOMERY VILLAGE HEALTH CARE CTR	19301 WATKINS MILL ROAD		MONTGO
5101573-00 MORAN MANOR	NURSING ADMINISTRATOR	25701 SHADY LANE SW	WESTER
0336572-00 MULTI MEDICAL CENTER	7700 YORK ROAD		TOWSON
1557572-00 NATIONAL LUTHERAN HOME	9701 VEIRS DR		ROCKVIL
4062043-00 NEW ANNAPOLIS NURSING LLC	ANNAPOLIS NURSING & REHAB	900 VAN BUREN STREET	ANNAPO
4111460-00 NMS HEALTHCARE OF HAGERSTOWN LLC	14014 MARCH PIKE		HAGERS
4146239-00 NMS HEALTHCARE OF HYATTSVILLE LLC	ST MORE MEDICAL COMPLEX	4922 LASALLE RD	HYATTSV
4061624-00 NORTH ARUNDEL HLTH & REHAB CNTR	313 HOSPITAL DRIVE		GLEN BU
1000179-00 NORTHAMPTON MANOR INC	ATTN NURSING FACIL ADMIN	200 E 16TH STREET	FREDER
4000137-00 NORTHWEST HEALTH & REHAB CENTER	4601 PALL MALL DRIVE		BALTIMO
5324858-00 NORTHWEST HOSPITAL CENTER SUBACUTE	5401 OLD COURT ROAD		RANDAL
1895419-00 OAK CREST VILLAGE CARE CENTER	8832 WALTHER BLVD		BALTIMO
0331279-00 PERRING PARKWAY CENTER	1801 WENTWORTH ROAD		BALTIMO
0320072-00 PICKERSGILL INC	615 CHESTNUT AVE		TOWSON
0636070-00 PLEASANT VIEW NURSING HOME 2	NURSING FACILITY ADM	4101 OLD NATL PIKE	MOUNT /
1559176-00 POTOMAC VALLEY NURSING WELLNESS CTR	1235 POTOMAC VALLEY ROAD		ROCKVIL
4081323-00 RANDALLSTOWN CENTER LLC	9109 LIBERTY ROAD		RANDAL
0654221-00 RANDOLPH HILLS NURSING HOME	4011 RANDOLPH ROAD		WHEATC
2175479-00 RAVENWOOD LUTHERAN VILLAGE	21754 RAVENWOOD LUTH VIL		HAGERS
1583409-00 RAVENWOOD NURSING & REHAB CENTER	501 W FRANKLIN ST		BALTIMO
4112580-00 REEDERS MEMORIAL HOME	141 SOUTH MAIN STREET		BOONSB
4073355-00 RIDERWOOD VILLAGE	3160 GRACEFIELD ROAD		SILVER S
4144261-00 RIDGE MD LEASING CO LLC	E C HLTH & REHAB CTR	3000 N RIDGE ROAD	ELLICOT
0329274-00 RIDGEWAY MANOR NURSING AND	REHAB CENTER	5743 EDMONDSON AVE	CATONS
4140770-00 RIVERVIEW SNF LLC	1 EASTERN BOULEVARD		BALTIMO
8568413-00 ROCK GLEN NURSING & REHAB CENTER	10 NORTH ROCK GLEN ROAD		BALTIMO
1559974-00 ROCKVILLE NURSING HOME	NURSING FACILITY ADM	303 ADCLARE ROAD	ROCKVIL
0797308-00 RUXTON HEALTH & REHAB PIKESVILLE	7 SUDBROOK LANE		PIKESVI
4006844-00 RUXTON HEALTH CARE IV LLC	420 COLONIAL DRIVE		DENTON
1667378-00 SACRED HEART HOME INC	NURSING FACILITY ADM	5805 QUEENS CHAPEL ROAD	HYATTSV
0868019-00 SALISBURY REHAB AND NURSING CENTER	200 CIVIC AVENUE		SALISBU
0273376-00 SEVERNA PARK CENTER	24 TRUCKHOUSE ROAD		SEVERN
1580574-00 SHADY GROVE ADVENTIST NURSING REHAB	9701 MEDICAL CTR DRIVE		ROCKVIL
1526774-00 SLIGO CREEK NURSING & REHAB CTR INC	7525 CARROLL AVENUE		TAKOMA
4038533-00 SNOW HILL NURSING & REHAB LLC	430 W MARKET ST		SNOW H
0439975-00 SOLOMONS NURSING CENTER	13325 DOWELL RD		SOLOMO
0203670-00 SPA CREEK CENTER	35 MILKSHAKE LANE		ANNAPO
1506072-00 SPRINGBROOK ADVENTIST NURSING CTR	12325 NEW HAMPSHIRE AVE		SILVER S
4061535-00 SSC BALTIMORE OPERTING COMPANY LLC	OVERLEA HEALTH & REHAB CTR	6116 BELAIR ROAD	BALTIMO
4061578-00 SSC CATONSVILLE OPERATING COMP LLC	SUMMIT PK HLTH & REHAB CTR	1502 FREDERICK RD	CATONS
4061560-00 SSC FOREST HILL OPERATING COMP LLC	FOREST HILL HLTH & REHAB	109 FOREST VALLEY DRIVE	FOREST
4061594-00 SSC GLEN BURNIE OPERATING COMP LLC	GLEN BURNIE HEALTH & REHAB	7355 FURNACE BRANCH RD EAST	GLEN BU
4061608-00 SSC LAUREL OPERATING COMPANY LLC	GREATER LAUREL HLTH & REHAB	14200 LAUREL PARK DRIVE	LAUREL
4061527-00 SSC SILVER SPRING OPERATING COM LLC	ARCOLA HLTH & REHAB CENTER	901 ARCOLAAVENUE	SILVER S

1010077-00 ST CATHERINE NURSING CENTER	331 S SETON AVENUE		EMMITSE
3008274-00 ST ELIZABETH REHAB & NURS CTR	NURSING FACILITY ADM	3320 BENSON AVENUE	BALTIMO
0330477-00 ST JOSEPH NURSING HOME	NURSING FACILITY ADM	1222 TUGWELL DR	CATONS
6955029-00 ST MARY'S NURSING CENTER INC	21585 PEABODY STREET		LEONAR
8867020-00 ST VINCENT CARE CENTER LLC	335 SOUTH SETON AVENUE		EMMITSE
9602003-00 STELLA MARIS INS	2300 DULANEY VALLEY ROAD		TIMOMO
7796013-00 SUBACUTE CENTER AT SOUTHERN MD HOSP	7503 SURRATTS ROAD		CLINTON
1921100-00 SUNBRIDGE CARE & REHAB FOR ELKTON	ONE PRICE DRIVE		ELKTON
0117676-00 THE LIONS CENTER FOR REHABILITATION	AND EXTENDED CARE	SETON DRIVE EXT	CUMBER
2036479-00 THE PINES	610 DUTCHMANS LANE		EASTON
4048750-00 THE WILLIAM HILL MANOR INCORPORATED	WILLIAM HILL MANOR	501 DUTHCMANS LANE	EASTON
1484028-00 TRANS CARE UNIT HARFORD MEMORIAL	501 S UNION AVE		HAVRE D
5100909-00 VILLA JOINT RETIREMENT CONVENT INC	6806 BELLONA AVE		BALTIMO
8455279-00 VILLA ROSA NURSING HOME INC	3800 LOTTSFORD VISTA ROAD		MITCHEL
1042475-00 VINDOBONA NURSING HOME	FACILITY NURSING ADM.	6012 JEFFERSON BLVD	BRADDO
4106652-00 WALDORF CENTER	4140 OLD WASHINGTON HWY		WALDOR
4144252-00 WASHINGTON MD LEASING CO LLC	SOUTH RIVER HLTH & REHAB CTR	144 WASHINGTON ROAD	EDGEWA
3023001-00 WASHINGTON NURSING FACILITY	2425 25TH STREET SE		WASHIN
3337600-00 WESTERN MARYLAND HLTH SYS FROSTBURG	NURSING AND REHAB CENTER	48 TARN TERRACE	FROSTB
0127175-00 WESTERN MARYLAND HLTH SYSTEM ECU	900 SETON DRIVE		CUMBER
2286874-00 WICOMICO NURSING HOME	WICOMICO NURSING HOME	900 BOOTH STREET	SALISBU
2176076-00 WILLIAMSPORT NURSING HOME	NURSING FACILITY ADM.	154 N ARTIZAN STREET	WILLIAM
9581006-00 WOODSIDE CENTER	9101 SECOND STREET		SILVER S

ATTACHMENT T- CERTIFICATION REGARDING INVESTMENTS IN IRAN

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT U- LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This document **must** be included with the bid or offer.

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the bid or offer submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of bid or proposal submission, the bidder/offeror and/or its proposed subcontractors:

- _____ have plans
- _____ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the bidder/offeror or its proposed subcontractors, the bidder/offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the bidder/offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____
Bidder/Offeror Name: _____
By: _____
Name: _____
Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount